

Solicitors' Journal & Reporter.

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TO CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

CURRENT TOPICS.

THE COMPLETE REMOVAL of the Record and Writ Clerks' Office to the new building in Bell-yard has been effected this week.

MR. JUSTICE STEPHEN and Mr. Justice Bowen will be the vacation judges, and we believe it is arranged that Mr. Justice Stephen shall take the whole work of the first half of the ensuing long vacation, and Mr. Justice Bowen the whole work of the remainder of the vacation.

OUR COLUMNS have recently borne witness to the interest created in the profession by the proposal as to notaries which has been broached by the Incorporated Law Society.

It will be remembered that the society proposes to introduce a Bill providing that no person (except existing notaries), be permitted to practise as a public notary until duly admitted; and that the qualification for admission should be the having passed an examination to be called the notarial examination, and either having passed the final examination, under the Solicitors Act—involving, of course, service under articles—or having served as apprentice or clerk to a public notary; but solicitors of not less than ten years' standing at the passing of the intended Act are to be admitted as notaries without passing the notarial examination. The jurisdiction to admit to and strike off the roll of notaries is to be transferred to the Master of the Rolls. The effect of the enactment of these provisions would be to throw open the office of notary to every solicitor of ten years' standing. Why a solicitor of less than ten years' standing should be required to pass the notarial examination, from which the senior practitioners are exempted, it seems difficult to imagine. It is to be presumed that the notarial examination would relate to special technical knowledge peculiar to the notary, but as neither ten years' experience, nor fifty years' experience, in the ordinary business of a solicitor will give this special technical knowledge, the ten years' solicitor must be on much the same footing (except as regards general business experience) as the solicitor just admitted. Why should he be differently treated? As regards the policy of the proposed change, there is one practical argument which is worth a great many apprehensions and speculations. Country solicitors can and do become notaries, and do perform notarial functions without complaint or inconvenience to the public or the profession. The "observations" of the London notaries really answer themselves. If notarial duties are "essentially different" from the duties of a solicitor; and if the business will be "wholly unremunerative" if divided among a larger number of persons; and if the change will "increase the difficulties on the part of solicitors;" and if the "prolonged absence of solicitors from their offices" will "militate against their acting as notaries," the result of the proposed legislation will be that the London notaries will practically retain their monopoly. London solicitors are not, as a class, greedily anxious for troublesome and unremunerative work. And as for the mercantile public, if it is really essential that the signatures of notaries should be well known, that they should be thoroughly experienced, and possessed of large staffs of clerks skilful in notarial work—why, it is to be feared that the mercantile public will neglect the most fascinating brass plates on the solicitors' doors, and still flock to their old friends the public notaries. Is it not, however, within the range of possibility that a little competition may tend to the advantage of the mercantile public in increasing the efficiency of these gentlemen?

THE DECISION of the Court of Appeal in *Ex parte Jones, In re Grissell*, last week, settled a point which has been much debated during the last few years—Can a married woman be made bankrupt? The case of *In re Heneage* (22 W. R. 425, L. R. 9 Ch. 307), decided that a married woman without separate property cannot be made bankrupt, but Lord Justice Mellish in that case expressed a doubt whether, if a married woman was shown to have separate property, she might not be liable to an adjudication of bankruptcy. This question the Court of Appeal has now also decided in the negative. The ground of decision appears to be that the reason formerly given for the immunity of married women—namely, that they could not be sued at law—has not been removed. A married woman is not liable to be sued as a *feme sole*, and, is not liable as a debtor, properly so called, although her debts are payable out of her separate property. As Lord Justice Cotton put it, "The Judicature Acts have given no new rights against married women; they have only made a difference in the

mode in which they may be sued. Formerly a court of equity, and now all the divisions of the High Court, will compel the satisfaction of an engagement out of her separate property. But the principle is that the married woman intended to contract so as to make her separate property the debtor. It is not the woman as a woman who becomes liable, but her engagement has made that part of her property which is settled to her separate use the debtor and liable to satisfy her engagement. She herself is not a debtor within the meaning of the Bankruptcy Act, and, therefore, she cannot be made a bankrupt." The result is that the whole of the married woman's separate property may be snapped up by a single diligent creditor.

THE STATEMENT of Lord Huntly in the House of Lords, that railway companies have for some time been in the habit of charging higher rates for English than for American agricultural produce, was met by Lord Henniker by expressions of surprise that no complaint had been laid on the part of the English farmer before the Railway Commissioners; but it has since been urged by a correspondent of the *Times*, that the public, which is more interested as a consumer than a producer in this matter, would lose rather than gain by an equalization of rates, and Mr. Talbot in the House of Commons contented himself with a citation of the statutes bearing on the point, and an assurance that the "Board of Trade had no official knowledge or means of ascertaining what were the actual rates charged for American produce, or for any other goods carried on the railways." If it be correct that the railway companies have lowered their rates from Liverpool to London, in order to attract a traffic which would otherwise be conveyed by sea, there is a clear "preference" of the American to the English customer; but whether there is an "undue" or "unreasonable" preference, is by no means so easy to determine. It was laid down, however, by Willes, J., in *Nicholson v. Great Western Railway Company* (5 C. B. N. S. 431), that when a *prima facie* case of inequality of rates is made out, the *onus* is cast upon the company to justify the inequality; and this would seem to be the fair construction of the 2nd section of the Railway and Canal Traffic Act, 1854. And although in the same case, and in many other cases, it was held that a preference was justified if it was based upon a consideration of a guaranteed regular traffic, the English farmer might derive some comfort from a perusal of the case of *Ransome v. Eastern Counties Railway Company* (4 C. B. N. S. 135), in which certain Ipswich coal dealers gained a victory over the Peterborough coal dealers on the ground that the scale of rates complained of had the effect of diminishing the natural advantage which Ipswich possessed over Peterborough in point of proximity to particular markets. The question is one of importance and difficulty, and it is well to point out that the 6th section of the Regulation of Railways Act, 1873, for the first time gave the Board of Trade power to act as public prosecutors under the Act of 1854; for this we take to be the effect of the words in that section, that "upon a certificate of the Board of Trade" alleging any violation or contravention of the 2nd section of the Act of 1854, "any person appointed by the Board of Trade in that behalf" may apply to the Railway Commissioners for an injunction. With regard to the alleged lack of "official information," it may be added that by 3 & 4 Vict. c. 97, s. 3, the Board of Trade has power to direct every railway company to deliver a table of all rates and charges "from time to time levied on cattle and goods conveyed by the railway." These returns, however, have, it is believed, never been required, and it seems that they can only be required from all companies simultaneously. More particular information, however, as to charges seems to be accessible by inspection of the "book or books," which by section 14 of the Regulation

of Railways Act, 1873, "every railway company shall keep at each of their stations, showing every rate for the time being charged for the carriage of traffic, other than passengers and their luggage, from that station or wharf to any place to which they book, including any rates charged under any special contract." There would therefore be little or no difficulty in ascertaining any rates charged in this country; though, with regard to "American produce," if there were a through booking from a sea port on the other side of the Atlantic, the case would seem not to be covered by the 14th section of the Act of 1873.

CONDITIONS RESTRICTIVE OF PURCHASER'S RIGHT TO A GOOD TITLE.

It is well settled that if, in a contract for purchase of land, it is clearly stipulated that the purchaser shall accept the title without inquiry or objection, he may be compelled to accept and pay for a title which he can show to be bad. Vice-Chancellor Wood's observation in *Darlington v. Hamilton* (Kay, at p. 558), that "whatever may be the terms of the conditions of sale, if the purchaser obtains information *aliunde* that the title of the vendor is not clear and distinct, he has a right to insist upon the objection," is incorrect; there is nothing to prevent these objections from being shut out by clear stipulation. But parties to agreements very seldom do make clear stipulations on this subject, and the point of difficulty has always been to discover the meaning of their agreements. In recent times the cases have divided themselves into two classes well described by the question put by Mr. Justice Blackburn in *Waddell v. Wolfe* (23 W. R. 44, L. R. 9 Q. B. 515)—Does it appear that the parties have stipulated that the title, though bad, shall be accepted without objection, or that the vendor shall merely be relieved from answering requisitions on the title?

Of the first class, *Shepherd v. Keatley* (1 Cr. M. & R. 117), is an instance. There the condition was that the vendor "should not be obliged to produce the lessor's title"; and Lord Lyndhurst said that these words meant nothing more than that there should be no obligation upon the vendor to produce, for the satisfaction of the purchaser, any evidence of the lessor's title; but they did not preclude the purchaser from taking any objection to the validity of that title derived from another source. This decision is comprehensible enough and clearly within the class; but we cannot say as much for the later case of *Waddell v. Wolfe*. In that case the condition was that "it shall form no objection to the title that such indenture [*i.e.*, the deed with which the title was to commence] is an underlease, and no requisition or inquiry shall be made respecting the title of the lessor or his superior landlord, or his right to grant such underlease." The construction put by the court on this condition was that no objection should be made to the title on the ground that the indenture was an underlease, and that no requisitions on title should be made of the vendor. The court thought that a distinction was drawn in the condition between objections and requisitions; they treated the word "inquiry" as explained by and synonymous with "requisition," and held that the inquiries referred to were those between vendor and purchaser only, and that any objection other than that specially guarded against was open to the purchaser.

Of the second class *Hume v. Bentley* (5 De G. & Sm. 520) is, of course, the leading example. In that case there was a condition, on the sale of leasehold premises, that "the lessors' title shall not be shown, and shall not be inquired into." In a suit to enforce specific performance by the vendor against the purchaser, the latter objected that the lessors' title appeared by Acts of Parliament produced by the purchaser, which showed that the lessors (a Canal Company) had no power to lease the premises. Vice-Chancellor Parker said "The contract was that the title should not be shown. The

question was did that oblige the purchaser to accept the lessors' title, such as it was? . . . The only reasonable meaning of that stipulation was that inquiry was altogether precluded for every purpose. . . . No force could be given to the words 'that the title should not be inquired into,' except as meaning that it should be accepted by the purchaser without objection or inquiry." It will be seen that the distinction between the two last mentioned cases is rather refined; and since *Waddell v. Wolfe*, it has not always been easy to decide into which class cases should be placed. It would have been more satisfactory if the last-mentioned case had been solely rested on the ground that, to bind a purchaser, a condition negating his right to a good title must be perfectly clear and unambiguous. Mr. Justice Blackburn said, in the course of his judgment, that if the vendor meant to express that whatever the title was the purchaser should be bound to accept it, he ought to have said so in clear and unambiguous words; and this we imagine was the real ground of decision. It is a pity it was not more boldly avowed.

Closely allied to this is an important rule which must not be left out of sight. No statement must be made in the conditions by which the purchaser may be misled. This is, of course, familiar doctrine; but its development in the recent decision of the Court of Appeal in *In re Banister* (ante, p. 562) is very important. In that case the Master of the Rolls said that "a vendor was not entitled to ask a purchaser to assume that to be true which he himself knew not to be true. The most which he could ask a purchaser to assume was the truth of that of which he himself knew nothing"; and Lord Justice Cotton added that "a condition of sale must be fair; no representation must be made that could mislead the purchaser as to facts within the knowledge of the vendor, and he must not require the purchaser to accept that as the root of title which was not so." The good sense and justice of this rule appear to be beyond question. There is a great difference, as regards the purchaser's inclination to purchase, between the case where a condition says, or is understood to say, that "the vendor, knowing nothing, will not be at the cost and trouble of ascertaining whether such and such facts exist, and the case where a condition says, or is understood to say, "The purchaser shall take for granted certain facts which do not exist." There can be but little question that a condition requiring the purchaser to assume that certain facts exist, would be understood by an intending purchaser in the former sense, and it ought only to be permitted to bind him where it was made by the vendor *bonâ fide*—i.e., in ignorance of the actual state of the facts. A purchaser ought not to be asked to assume that which the vendor knows to be untrue.

Let us come now to the point of these remarks—the recent case of *Best v. Hamand* (27 W. R. 742). In that case (decided before *In re Banister*), on a sale of surplus land of a railway company, the following condition was made:—"Inasmuch as the said pieces of land form part of other land conveyed to the H. Railway Company by an indenture of conveyance dated the 22nd day of March, 1873, the title shall commence with that conveyance, and the purchaser shall assume and admit that everything (if anything were necessary) was done and performed by the company to enable them to sell and effectually convey the said pieces of land as surplus land, and shall not call for, or require production of, any evidence to this effect." Now the language here is explicit enough. Clearly something more was intended than merely shutting out the purchaser's right to require answers to requisitions. So far, no doubt, the Court of Appeal were right in holding that the case did not fall within the first class above-mentioned. But was the condition a fair one? It may be questioned whether, even upon the decisions as they stood at the time *Best v. Hamand* was decided, the purchaser ought to have been considered as fairly dealt with by a condition

which required him to admit "that everything (if anything were necessary) was done," &c.

But upon the principles laid down by the Court of Appeal a few weeks after the decision in *Best v. Hamand* a much more serious question arises. In *Best v. Hamand* the purchaser was asked to assume that which the vendor must have known to be untrue. As a matter of fact none of the offers to prior and adjoining owners, required by section 128 of the Lands Clauses Consolidation Act, had been made; hence everything had not been done and performed to enable the vendor to sell the land as surplus land. The vendor did not stipulate, as Lord Justice James seems to think he did, that the purchaser "was to take such title as the vendor had"—if he had, no question could have arisen. Instead of this, he adopted a form of stipulation which might lead the purchaser to suppose that the vendor had a good title, but did not wish to be put to any trouble or expense with reference to it. We cannot but think that, having regard to the subsequent judgment of the Court of Appeal (differently constituted) in *In re Banister*, the decision in *Best v. Hamand* must be regarded as questionable, and ought to be acted upon with great caution.

Reviews.

TRADE MARKS.

A DIGEST OF CASES OF TRADE MARK, TRADE NAME, TRADE SECRET, GOODWILL, &c., DECIDED IN THE COURTS OF THE UNITED KINGDOM, INDIA, THE COLONIES, AND THE UNITED STATES. By LEWIS BOYD SEBASTIAN, Esq., Barrister-at-Law. Stevens & Sons.

New law brings new and strange wants in the shape of law books. If the jovial little party of lawyers, who in the old times used to practise in the Rolls Court after dinner, had been informed that there would hereafter be published a law book with such attractive heads in the index as "Julienne Soup," "LL Whiskey," "Old London Dock Gin," and "Macaroni," they would have raised a shout of derision. Yet here is a legal work which includes, not only these subjects, but a great variety of other more or less attractive topics, from "Madame Louise" to "Parson's Purgative Pills" (or P. P. P., as that remedy appears to be familiarly called). Mr. Sebastian's idea is a good one, and he has shown great industry and care in carrying it into execution. He has apparently ransacked all the current reports, authorized and unauthorized, of the English-speaking countries, and, as regards English cases, has obtained access to the shorthand notes at the Trade Marks Registry Office. The result of his labours is a digest which will be of very great value to all practitioners who have to advise on matters connected with trade marks. Comparatively few of the numerous cases which have been decided on the Trade Mark Acts have found their way into the series of reports on the lawyers' shelves, yet a knowledge of the practical working of the Acts can only be gained through these decisions. To his digest of many of the cases Mr. Sebastian has appended extracts from the judgments, consisting of statements of law of general application. These appear to be generally very well selected, but Lord Cairns' dictum in *Maxwell v. Hogg* (p. 157) should hardly have been cited, or at all events not without a reference to the very pointed observations upon it of the Master of the Rolls in *Levy v. Walker* (see 27 W. R. 370).

AUCTIONEERS.

AUCTIONEERS: THEIR DUTIES AND LIABILITIES. By ROBERT SQUIBBS, Auctioneer. Crosby, Lockwood & Co.

Mr. Squibbs states his aim to be to produce "a book of a semi-legal character" [the italics are his], and he

expresses an opinion that, "whether the book is one of the kind which will meet the object in view is a question the answer to which must be gathered from its own pages." We entirely agree; but feel that, first of all, it may be desirable to ascertain what kind of a production Mr. Squibbs means by a book of a "semi-legal character." So far as we can gather from the subsequent pages of the preface, it seems to be a work composed, in part, of "particular cases chosen from the law reports," and of "compilations and quotations from legal treatises," and in part of "reflections and observations which to [sic] my senior brother practitioners may be considered discursive and as little adding to their knowledge and experience." Still, as "that eminent conveyancing counsel and lawyer, Joshua Williams, Esq., Q.C. (one of the conveyancing counsel to the Court of Chancery [this is news for Mr. Williams])," addressed his works on real and personal property to the legal student, so Mr. Squibbs pursues the subject of the auctioneer's duties and liabilities for the benefit more especially of the auctioneer's pupil, who, he says, "is naturally and confessedly entitled to some literature bearing more especially on his business." This is a novel and alarming view of the natural rights of the portion of mankind who spend their youth in auctioneers' offices.

The pupils Mr. Squibbs addresses have, at all events, no reason to complain of want of comprehensive treatment of the subject by their preceptor. He traces the history of the auctioneer from the wife auctions of the Babylonians down to the present day, and points out that in the great commercial eras of the Old World "the auctioneer seems to have borne a part alike honourable as important," for as he adds later on, "if kings have ruled empires, auctioneers have disposed of them, for after the death of Pertinax [sic], A.D. 193, the Prætorian Guards put up the Roman empire at auction."

Leaving Mr. Squibbs' historical studies, we find, at pages 28, 29, a few practical hints upon the question of refreshments at auctions. "In country sales of land a little wholesome refreshment will," Mr. Squibbs thinks, "prove beneficial to the vendor," although he ought not to "exceed the ordinary limits of good taste and sound discretion." These limits appear to have been exceeded at a sale mentioned on the previous page, where a property of about twenty acres of land, divided into five lots, was put up for sale; one lot only was sold, about thirty people were present, and the actual business of the sale lasted half-an-hour; but "when the bill for refreshments came in 400 grogs were debited. We naturally," says Mr. Squibbs, "felt some sympathy for the predilections of such a wet parish, but the bill, of course, became the subject of arbitration."

In part 1 of chapter 3 Mr. Squibbs discusses the decisions affecting auctioneers' duties and liabilities. We cannot pretend to go over all the cases dealt with, but our attention was attracted by the novel heading in the table of contents (p. 7), "Does an auctioneer 'hate' himself when puffers are employed?" This appeared to be a question of psychological as well as legal interest, and we turned with much anxiety to the portion of the chapter relating to the matter, but were disappointed to find nothing more than a statement of *Woodward v. Millar* (1 Coll. 279), where it was stated in evidence that the auctioneer had said that "if there were any puffers in the room he should hate himself." The interesting question propounded in the table of contents, unhappily, does not appear to be answered. Part 2 of this chapter contains "General Remarks on Auctioneers' Duties and Liabilities"; then follow chapters on Particulars of Sale, Conditions of Sale, Valuing, General Practice, Titles and Lease, Agency; and, in addition to all this, we have, in chapter 9, "A Short History of Property Law," concluding as to real property, "by merely stating that the last Land Transfer Bill, introduced by Lord Cairns, or through him, by a Conservative Government, was the most Radical and Democratic

system which a leading member of a Conservative Government could thrust upon a sensitive and deeply-prejudiced landed proprietary." After much consideration we are unable to decide whether this is intended as a compliment or reproach to the Chancellor.

HIGHWAY ACTS.

THE HIGHWAY ACTS, 1862—1878; THE LOCOMOTIVE ACTS, 1861—1878; AND THE GENERAL PROVISIONS OF THE TURNPIKE CONTINUANCE ACTS, 1863—1878, WITH INTRODUCTION, NOTES, &c. By ALEXANDER GLEN, Barrister-at-Law. FIFTH EDITION. Knight & Co.

This edition of Mr. Glen's useful book has been enlarged by the addition of the Acts relating to the use of locomotives on highways, and a summary of these Acts is given in part 2 of the introduction. The index has been improved, and the recent cases are briefly digested in the notes to the sections.

General Correspondence.

TO CORRESPONDENTS.—MONKCHESTER.—Next week.

NOTARIES.

[To the Editor of the Solicitors' Journal.]

Sir,—I agree with your correspondents in deprecating the proposed distinction between solicitors of ten years' standing and younger men, but I do not see why any man should be admitted as a notary without giving proof that he understands the special business, unless an overpowering case can in any instance be made out on the score of public convenience.

I am aware that country notaries are, under the present system, appointed without such proof; but I am not supporting the present system. On the contrary, I agree that notaries ought to be placed on a different footing, and under a different régime. I do not see, however, what advantage is to accrue to the public or to solicitors from throwing open the office to all. Without indorsing all the arguments advanced by the Notaries' Society, I concur in the propriety of limiting their number by reference to population. As regards London, I don't see any existing grievance in practice, though I am in favour of making the notaries a class among solicitors.

To throw open notarial practice to solicitors in general would, or might, have one effect which I deprecate—viz, causing real notarial work to be done for half charges. I don't think it is more properly the subject of partition of profits than brokers' commission, as to which I hold the opinions expressed by Mr. Lake, and indorsed by the council of the society. For these reasons I should have voted for Mr. Gedge's amendment if I had been able to attend the meeting on Friday week.

I only add that I have no personal interest in the question, directly or indirectly. X.

SOLICITORS' CALL TO THE BAR.

[To the Editor of the Solicitors' Journal.]

Sir,—In the necessarily compressed report of my remarks at the annual meeting of the Incorporated Law Society, I am made to say, without explanation, that I consider five years too short a probation in the one branch to entitle a man to be called, as of right, to the other. What I suggested was that that period was too short to insure the acceptance of the clause by the House of Commons; in other words, that it might be thought to open the door to mere experimental admission to create a connection for a subsequent call. I take the real complaint to be that after a long and tried experience we solicitors are placed on a footing with mere students, an obvious injustice in which I feel a deep personal interest.

As to five years being named because such limit is fixed in that unreciprocal Act facilitating the admission of barristers to our branch, I have been unable at present to find anybody who has availed himself of it; indeed, the language of the section is so obscure that I cannot make out whether a barrister's call for five years dispenses with articles altogether, or only our final examination. Perhaps some of your readers can enlighten me on this?

Let me add that I am opposed to solicitors escaping the educational test for the bar (unless they have passed the articulated clerks' preliminary examination); for any man who aspires to public advocacy ought to, at least, have what has been appropriately termed "a polite knowledge"; indeed, as I have many a time argued in your columns, I am for asking no favour whatever beyond a mere short cut as regards loss of time. To ask a solicitor to relinquish a possibly flourishing business and submit to three years' enforced idleness (even though he may be able to sell to a partner for an annuity), is a practical exclusion from the bar; but I shall be agreeably surprised if we meet with anything but the stoutest opposition at all points.

City, July 22.

FRANCIS K. MUNTON.

Cases of the Week.

PRACTICE—EXTENDING TIME FOR APPEALING—ADJUDICATION OF BANKRUPTCY—THIRD PARTY—BANKRUPTCY ACT, 1869, s. 71—ORD. 58, r. 15.—In a case of *Ex parte Tucker*, before the Court of Appeal on the 16th inst., an application was made for an extension of the time for appealing from an adjudication of bankruptcy under the following circumstances:—The adjudication was made in November, 1878, upon a petition which alleged that the debtor had committed two acts of bankruptcy, one on the 24th of September, and another in October, 1878. The order of adjudication stated in the usual way that the acts of bankruptcy alleged had been proved to the satisfaction of the court. In July, 1879, the trustee served notice on the applicant of a motion for an order that he should repay a sum of money which he had received from the bankrupt on the 24th of September, and with notice of the alleged act of bankruptcy on that day. The applicant was not a party to the making of the order of adjudication, and he alleged that the supposed act of bankruptcy on the 24th of September had never been committed. But as, according to the decision of the Court of Appeal in *Ex parte Learoyd* (27 W. R. 277, L. R. 10 Ch. D. 3), he could not be heard to dispute the act of bankruptcy upon which the adjudication was founded so long as the order of adjudication remained, he asked for leave to appeal from the adjudication as a person aggrieved by it, notwithstanding the expiration of the twenty-one days limited for bringing an appeal. The court (James, Brett, and Cotton, L.J.J.) held that, under the circumstances, leave to appeal ought to be given, and that the applicant had not been guilty of any *laches* disentitling him to the indulgence which he asked.

RIGHT OF MARKET—INTERFERENCE—OPENING MARKET ON DIFFERENT DAY FROM THAT OF OLD MARKET—INTERLOCUTORY INJUNCTION—BALANCE OF CONVENIENCE AND INCONVENIENCE.—On the 16th inst. the Court of Appeal (James, Brett, and Cotton, L.J.J.) reversed the decision of Jessel, M.R., in the case of *Elwes v. Payne* (27 W. R. 704, ante, p. 501). The plaintiffs were the owners of an ancient right of market, dating from the reign of Henry III., and enjoyed ever since without interruption, their market being held every Thursday. The defendants, who were auctioneers, had recently taken a lease of a piece of land in the immediate neighbourhood of the plaintiffs' market, and had announced their intention of holding there every Monday public sales by auction of cattle and sheep. The plaintiffs brought an action claiming an injunction to restrain the defendants from holding these intended sales, on the ground that they would be an interference with the plaintiffs' right. The Master of the Rolls was of opinion

that, as the defendants' market was to be held on a different day from the plaintiffs', it was necessary for the plaintiffs to prove actual damage; but he thought that there was sufficient evidence of damage, and that, on the balance of convenience, less injury would be done by preventing the defendants from selling for a time than by allowing them to hold their sales until the trial of the action, and so, perhaps, to inflict an irreparable injury on the plaintiffs' market, and his lordship accordingly granted an injunction until the trial of the action, the plaintiffs giving the usual undertaking as to damages. The Court of Appeal held that, on the balance of convenience, the injunction ought not to have been granted, and they accordingly dissolved it, but required the defendants to undertake to keep an account of all the animals entrusted to them for sale, and of the moneys received by them in respect of them. James, L.J., said that, according to his view, the order of the Master of the Rolls was contrary to the practice of the court. This was the first time he had ever heard of an interlocutory injunction being granted in respect of such a right. The court ought not to interfere with the *prima facie* legal right of the defendants to carry on their business and sell cattle and sheep on their own land. It was possible that in so doing they might be interfering with the plaintiffs' rights, but that was the question which would have to be determined at the trial of the action. If the injunction was granted, the defendants might be stopped from carrying on a very valuable trade, and, if it should turn out at the trial that they were in the right, his lordship did not see how the compensation which they ought to receive could be ascertained. On the other hand, if the plaintiffs should succeed at the trial, there would be no difficulty in giving them full compensation. The defendants in that case would have to pay the plaintiffs the full toll on every animal which they had sold, and it would be assumed against them, as wrongdoers, that every animal which they had sold would have been otherwise sold at the plaintiffs' market. His lordship could not accede to the view that the temporary withdrawal of some animals from the plaintiffs' market until the trial of the action could have any effect whatever on its permanent character.

CONTEMPT—BREACH OF EX PARTE INJUNCTION—OMISSION IN COPY OF ORDER SERVED.—In a case of *Hague v. Milton*, before the Court of Appeal on the 16th inst., the plaintiff by his writ claimed an injunction to restrain the defendants from performing in a theatre at Dublin, in alleged violation of an agreement into which they had entered with the plaintiff. The plaintiff moved *ex parte* for an injunction, and Hall, V.C., made an order restraining the defendants from performing at a specified theatre, or elsewhere in Dublin. Notice of the injunction was sent to the defendants by a telegram, which stated that they were restrained from performing in Dublin. Afterwards that which purported to be a copy of the order was served on the defendants, but in this copy the words "or elsewhere" were omitted, and the order thus apparently restrained them only from performing in the specified theatre. The defendants then performed in another theatre in Dublin. It was alleged that in so doing they had committed a breach of the injunction, and the plaintiff moved to commit them. Hall, V.C., refused the motion, and the Court of Appeal (James, Brett, and Cotton, L.J.J.), affirmed his decision. They said that, the motion being an *ex parte* one, the case was not like that of a defendant being present in court and hearing the actual terms of the order made. In such a case, the defendant could not avail himself of an error in the copy of the order afterwards served on him. But, in the present case, the proceedings being *ex parte*, the defendants were entitled to rely upon the copy of the order which was served on them as limiting the generality of the previous telegram. The plaintiff must take the consequences of his own error.

BANKRUPTCY—MARRIED WOMAN—SEPARATE ESTATE—ENGAGEMENT CONTRACTED DURING COVERTURE—DEBTOR'S SUMMONS—BANKRUPTCY ACT, 1869, ss. 6, 7—MARRIED WOMAN'S PROPERTY ACT, 1870.—In a case of *Ex parte Jones*, before the Court of Appeal on the 17th inst., the question whether a married woman is now liable to an adjudication of bankruptcy was again raised. A married woman was, under the settlement made on her marriage, entitled to an income for her separate

use, and a debtor's summons was issued against her by a person in whose favour she had, after her marriage, drawn a cheque upon her own bankers, the cheque having been afterwards, by her directions, refused payment on presentation to the bankers. The court (James, Brett, and Cotton, L.JJ.), held that the summons must be dismissed, on the simple ground that the alleged debtor was a married woman, and, therefore, not liable to the bankruptcy law. That law, they said, applies only to debtors, i.e., to persons who could be sued in what was formerly called a common law action for a debt, and who were liable in such an action to a personal judgment with all its consequences. That was not the ordinary position of a married woman. Her separate estate could, formerly in a court of equity, and now in all the divisions of the High Court, be attached to satisfy her engagements with persons who had contracted with her on the faith of it. But that was, not because she had become herself a debtor, but because she had made her separate estate a debtor. The judgment was not a personal one, but only a judgment against the separate estate. The Married Woman's Property Act did not affect the case at all, nor did the Judicature Acts. No doubt married women who had traded separately from their husbands under the custom of the city of London had been held liable to the bankrupt laws, but that was because under the custom a married woman was liable to be sued in a common law action as if she was a *feme sole*, and consequently it was held that she was also entitled to the protection of the bankrupt law. But that reason had no application to a case where there was no personal liability on the part of the married woman.

BANKRUPTCY—PROOF—MUTUAL CREDIT—EQUITABLE SET-OFF—BANKRUPTCY ACT, 1869, s. 39.—In a case of *Ex parte Morier*, before the Court of Appeal on the 17th inst., a question arose as to the right of set-off by a creditor making a proof in a liquidation. The liquidating debtors were bankers. At the time of their stoppage the creditor's current account was overdrawn to the extent of £1,206. At the same time there was standing to the credit of another account in the joint names of the creditor and his sister, as executors of the will of their father, a balance of £1,404. The brother was the sole residuary legatee under the father's will. The father's debts and funeral and testamentary expenses and legacies had all been paid, and securities had been set apart to answer some annuities bequeathed by his will. There were, however, outstanding debts to the amount of about £80, which had been incurred by the executors in the administration of the estate, and against which they were entitled to be indemnified out of it. Subject to these claims, and to the sufficiency of the securities set apart for the annuities, the balance in the bankers' hands on the joint account was in equity the sole property of the brother. Under these circumstances he claimed to set off the £1,206, due from him to the bankers, against the £1,404 due from them on the joint account, and to prove in the liquidation for the balance of £198. The court (James, Brett, and Cotton, L.JJ.), however, held that there was no ground for allowing this set-off, but that the £1,206 must be paid to the trustee in the liquidation, and proof be made for the £1,404. Brett, L.J., said that the set-off could not be allowed unless the brother was so much the sole beneficial owner of the balance standing in the joint names that a court of equity, without any terms or any further inquiry, would have compelled the sister to join in transferring the balance into her brother's sole name. This could not have been done so long as there were joint liabilities outstanding, in respect of which the brother and sister were entitled to be indemnified out of the fund which stood in their joint names. Their lordships said that the case of *Bailey v. Finch* (20 W. R. 294, L. R. 7 Q. B. 34), upon which reliance had been placed in support of the claim to set off, was distinguishable, because there the person who claimed the set-off was the legal owner of both funds—of one in his own right, and of the other as executor, he being also residuary legatee—and the ground of the decision was that there was no notice of any equitable title to displace claimant's legal title as executor.

PRACTICE—JURISDICTION—APPEAL TO HOUSE OF LORDS—STATING DISTRIBUTION OF FUND—ORD. 52, R. 3.—In a case of *Sturla v. Freccia*, before the Court of Appeal on the

23rd inst., a question arose as to the jurisdiction of the court to stay the distribution of a fund, pending an appeal to the House of Lords. The plaintiff in the action claimed to be the next of kin of an intestate; the defendants were five persons, who, in a former action of *Polini v. Gray*, and two other actions, had been found to be the next of kin of the intestate. An order had been made for the distribution of the fund among them, and before the action of *Sturla v. Freccia* was commenced, their shares had been transferred to their separate accounts, and two of them had actually received payment of their shares. The plaintiff in *Sturla v. Freccia* was not a party to the former actions. Before, however, the other three shares had been paid out, she obtained an injunction restraining the payment out, and, after the issue of the writ in *Sturla v. Freccia*, the injunction was continued till after the trial of that action. At the trial Malins, V.C., decided that the plaintiff had not made out her claim, and dismissed her action, but at the same time he continued the injunction in the three other actions until further order. The case was then taken to the Court of Appeal, the defendants giving a cross notice of appeal to dissolve the injunction. The court affirmed the decision of the vice-chancellor, and gave judgment dismissing the appeal and dissolving the injunction. Before the order of the Court of Appeal had been passed and entered, the plaintiff applied to stay its delivery out, or to continue the injunction pending an appeal to the House of Lords, which she was about to present, alleging that, if the funds were paid out, the appeal would be nugatory, the defendants being persons resident in Italy. The application was heard on the 16th inst. by James, Brett, and Cotton, L.JJ., who reserved their judgment, feeling some doubt as to their jurisdiction to make the order, the case not being one where the court was asked to stay the payment of a fund under its control. By the direction of the court the case was re-argued on the question of jurisdiction on the 23rd inst. before the same judges, with the addition of Jessel, M.R., when they decided that they had jurisdiction to make the order, and made it accordingly. Jessel, M.R., said it must not be supposed that such an order was a matter of course; it ought only to be made under special and peculiar circumstances.

INSURANCE COMPANY—BONUS—PERIODICAL PAYMENT—"PUBLIC COMPANY"—APPORTIONMENT ACT, 1870 (33 & 34 VICT. c. 35) ss. 2, 5.—In the case of *Re Griffith, Carr v. Griffith*, before the Master of the Rolls on the 17th inst., a question arose whether bonuses of an assurance company were subject to the Apportionment Act, 1870, under the following circumstances:—A life assurance company was established in 1843, regulated by a deed of settlement. In 1868 the company obtained an Act of Parliament giving them certain rights, and, amongst others, a right to sue and be sued in their corporate name. By the provisions of the deed of settlement, in every fifth year a division of a certain share of the net profits during the preceding five years was to be made by the directors amongst the shareholders. The division was to be made every five years, unless altered by the vote of a general meeting of the company. The testator in the cause was a shareholder in the company, and had died in the interval between the two declarations of profits by the company, and the question was argued whether, as between the specific legatee of the shares and the residuary legatees, the bonuses were apportionable under the Act. By section 2 of the Apportionment Act, 1870, all dividends and other periodical payments in the nature of income are, like interest on money, to be considered as accruing from day to day and apportionable in respect of time accordingly. By the interpretation clause, section 5, the word "dividend" is to include "all payments made by the name of dividend, bonus, or otherwise out of the revenue of trading or other public companies, divisible between all or any of the members of such respective companies, whether such payments shall be usually made or declared at any fixed times or otherwise;" but the word "dividend" is not to include payments in the nature of a return or reimbursement of capital. Two points were argued—whether the bonuses could be considered as coming within the above words, and also whether the assurance company could be said to be a "trading or other public company" within the section. The Master of the Rolls said that, although the preamble of the Act and also its title only referred to periodical payments, nothing could be clearer than that the enacting part included payments other than periodical, and that where the body of

The Act was unambiguous it was unnecessary to refer to the preamble for any explanation. The word bonus in the 5th section pointed to an irregular payment, and there were also the words whether made "at any fixed times or otherwise." It was quite true that the bonus periods might be altered by the consent of a general meeting, but according to his view of the Act it was quite immaterial whether such periods were fixed or not, and that in either event the bonuses when declared would be within the Act. As to the question whether this was a payment out of "revenue," according to the terms of the deed of settlement, it was to be made out of profits, and, therefore, in his opinion, they must properly be considered as made out of revenue. The only other question was whether this company could be said to be a "trading or other public company," so as to fall within the words of the section. It had been decided in *Jones v. Ogle*, (L. R. 8 Ch. 192), that a trading company meant a public company, and therefore all he had to consider was was this ever a "public company." He should decline to give any fixed definition as to what constituted a public company or what *indicia* were necessary for the purpose, and in fact it was undesirable to give any definition. In the present case, however, he was clear that the assurance company was undoubtedly a public company. It was incorporated by a deed of settlement, with a large capital, and had a number of shareholders who could transfer their shares according to the provisions of the deed. The company had, moreover, in 1861 obtained an Act of Parliament giving them the right to sue or be sued in their own name, and also various other rights. Under these circumstances he should give no definition, but, sitting as judge and jury, he was clear it was a public company, and hence within the provisions of the Act. As the testator had died between two bonus periods, the specific legatee of the shares would only be entitled to the apportioned part of the bonuses from the death of the testator.

Obituary.

MR. J. W. DOWSON.

We regret to announce the death, on the 12th inst., of Mr. John Withers Dowson, solicitor, of Norwich. Mr. Dowson was the son of Mr. Benjamin Dowson, a well-known merchant, and was born in 1800 at Geldeston, near Beccles. He was educated at the Norwich Grammar School by Dr. Valpy, and was articled to a London firm of solicitors. After he had been admitted he came to Norwich to practise. At this early period of his career, says the *Norfolk News*, Mr. Dowson associated himself with every movement that was calculated to strengthen the moral and intellectual calibre of the young men of Norwich. He was secretary to the Mechanics' Institute, which was started in 1823, and in connection with this institution established and actively supported the debating class which was famous forty-three years ago, where men, who afterwards became prominent, got their first practice in public speaking. He became a member of the corporation, and was for many years the representative of the Seventh Ward. For a long period he was a member of the Board of Guardians, and throughout his connection with that body he paid the greatest attention to the conduct of the administration of the poor law. The deceased gentleman was also one of the Charity Trustees (General List). But it is as a devoted friend of the young, as the helper of those who helped themselves, that Mr. Dowson's memory will long be cherished. The excellent schools connected with the Octagon Unitarian Chapel always had his watchful solicitude, and seldom was there held any meeting of scholars, young or old, without his presence. At early morning Mr. Dowson was accustomed to gather round him in his office—which had more the semblance of a school-room, as it was fitted up with school desks—numbers of young men and women, and instruct them in French, Latin, Greek, and mathematics. Not a few owe much of that higher culture they have attained to the sympathizing help of Mr. Dowson. It was in recognition of his unflinching interest in educational work that a large number of the citizens elected him to the first School Board. During the last few years Mr. Dowson had retired from active public

life. On his seventieth birthday the old scholars of the Octagon presented him with his portrait, and only a few months ago the young scholars showed their regard for him by a presentation. Mr. Dowson's remains were followed to the grave by hundreds of persons. So numerous, indeed, says the local paper, were the persons who attended to show their respect for the deceased that the body was carried at once to the grave instead of into the chapel, and there the whole of the service for the dead was read by the Rev. Enfield Dowson. The Norwich School Board, on the motion of the Rev. Canon Heaviside, passed a resolution—"That this board deeply laments the loss that has fallen on the city by the death of Mr. J. W. Dowson, who devoted much of the energy of a long life in encouraging benevolent and philanthropic objects in this city, and especially in the cause of promoting education amongst the poor, and that, in recognition of his services on the School Board from 1871 to 1877, this board begs to express to his widow and family their sincerest sympathy and condolence in the loss they have sustained"; and the Rev. G. Gould, in seconding the motion, said that "he did not know that for the last quarter of a century there had passed away from amongst the citizens of Norwich a man whose place it would be more difficult to fill—a man who entitled himself more thoroughly to the highest respect of all those who could appreciate modest, unobtrusive work."

MR. PHILIP LONGMORE.

Mr. Philip Longmore, solicitor, died at his residence, The Castle, Hertford, on the 18th inst., in his eightieth year. Mr. Longmore was a member of an Essex family, and was born in 1799. He was admitted a solicitor in 1821, and soon afterwards commenced to practise at Hertford in partnership with the late Mr. George Nicholson. On the dissolution of the partnership, Mr. Nicholson removed to London, the Hertford business remaining in the hands of Mr. Longmore, who was afterwards associated with the late Mr. Thomas Sworder, and still more recently with his son, Mr. Matthew Skinner, Longmore, who died about two years ago. Mr. Longmore sen., had retired from private practice, though he was still one of the county treasurers for Hertfordshire, clerk to the County Magistrates at Hertford and Welwyn, and clerk to the Commissioners of Income, Property, and Assessed Taxes for the Hundreds of Hertford and Broadwater. He was a perpetual commissioner for Hertfordshire, and for many years served the office of under-sheriff. He was for a short time coroner for the Hertford District of the county, and for over thirty years town clerk of the borough of Hertford. He managed many county and borough elections for the Conservative party. Mr. Longmore was solicitor to many of the leading county gentry, and his sound advice and business-like qualities were highly valued by the magistrates and members of the corporation.

MR. HENRY MORRIS.

Mr. Henry Morris, solicitor, of Shrewsbury, died suddenly at Ash Grove, near Whitechurch, on the 14th inst. Mr. Morris was on a visit to Mr. Tudman at that place, and was found dead in his bed. At the coroner's inquest, the medical evidence showed that the death was caused by disease of the heart. The occurrence has caused great sorrow at Shrewsbury, where the deceased was greatly respected. He was the son of the late Mr. John Morris, of Freckwell, and was born in 1821. He was formerly a clerk in the office of Messrs. Adams & Sons, of Darlaston, and was afterwards managing clerk to Messrs. Loxdale & Peale, of Shrewsbury. He was afterwards articled to Mr. George Gordon, of the same town, and was admitted a solicitor in 1865. He was a commissioner to administer oaths in the Supreme Court, and a perpetual commissioner for Shropshire; and was for several years clerk to the Governors of the Shrewsbury Incorporation of the Poor. He was also clerk to the Condover Highway Board, and to the Commissioners of Taxes for the Condover and Cherbury Divisions of the county. He was for nine years a member of the Shrewsbury Town Council, as a representative of the Castle Ward West.

Appointments, &c.

Mr. JOSEPH BARCLAY, solicitor, of Macclesfield, has been elected Town Clerk of Macclesfield. Mr. Barclay was admitted a solicitor in 1862, and was for several years one of the borough aldermen.

Mr. JOHN MOXON CLABON, solicitor, of 21, Great George-street, Westminster, has been elected Vice-President of the Incorporated Law Society for the ensuing year. Mr. Clabon was admitted a solicitor in 1837, and is chairman of the Equity and Law Life Assurance Company, director of the Law Association, and the Solicitors' Benevolent Association, and of the Law Fire Insurance Company, and the Law Reversionary Interest Society; and solicitor to the Charity Commissioners and to the Attorney-General in charity matters. He is in the commission of the peace for the county of Kent.

Mr. JAMES SAMUEL COLE, solicitor, of 1, Salisbury-street, Strand, W.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. STANLEY KEWNEY, solicitor, of North Shields, has been elected Clerk to the Magistrates for the Borough of Tynemouth, in succession to Mr. Henry Dale, deceased. Mr. Kewney was admitted a solicitor in 1869, and up to the 7th inst., the date of his new appointment, was solicitor to the North and South Shields Licensed Victuallers' Association, which position he held for a period of eight years.

Mr. LOFTUS RICHARD TOTTENHAM, of the Bengal Civil Service, has been appointed a Judge of the High Court of Judicature at Calcutta, in the place of Mr. Ernest George Birch, resigned.

DISSOLUTIONS OF PARTNERSHIP.

JOHN WILLIAMSON BROWN and HENRY LANGSTAFFE FORSTER, 29, Grainger-street West, Newcastle-upon-Tyne, solicitors (Forster, Brown, & Forster), (business carried on by John Williamson Brown. July 12. (*Gazette*, July 18.)

ROBERT SHARTO HAWKS, FREDERICK WILLMOTT, and JAMES JOHN STOKES, 101, Borough High-street, Southwark, solicitors (Hawks, Willmott, & Stokes), so far as concerns F. Willmott. June 30. (*Gazette*, July 18.)

Companies.

DECISIONS TO BE NOTED.

PERSONS SUMMONED AS WITNESSES UNDER SECTION 115 OF THE COMPANIES ACT, 1862.—Where the court below deems that there is a question that ought to be inquired into concerning the trade, dealings, estate, or effects of a company in voluntary liquidation, and summons both officers of the company and mere witnesses to give information on the above subjects, the Court of Appeal will not interfere with the discretion of the judge in the absence of abuse of the process of the court. Jessel, M.R., and Baggehall, L.J., expressed an opinion that there is no right of appeal on the part of any persons summoned under section 115 as mere witnesses.—*In re The Gold Company, Limited* (No. 2), C. A., 27 W. R. 757 (Buckley, 240).

DISSOLUTION OF COMPANY ON VOLUNTARY WINDING UP. Under section 142 of the Companies Act, 1862, the affairs of the company must be "fully wound up" before the liquidators' accounts are submitted. The affairs of a company are "fully wound up" within the meaning of the section when all has been done that the liquidators can do to wind them up, even though there may be some assets outstanding or debts unpaid; and when there has been a dissolution of a company under a voluntary winding up, the court has no jurisdiction to impeach that dissolution unless there has been fraud in the proceedings.—*In re London and Caledonian Marine Insurance Company, C. A.*, 27 W. R. 713 (Buckley, 265, note (i)).

WINDING-UP PETITION BY FULLY PAID-UP SHAREHOLDER.—On a winding-up petition by a holder of fully paid-up shares, he must sufficiently allege and prove a tangible interest. Jessel, M.R., said: "I will say a word or two on the law as regards the position of a petitioner holding fully paid-up shares. He is not liable to contribute anything towards the assets of the company, and, if he has any interest at all, it must be that after full payment of all the debts and liabilities of the company there will remain a surplus divisible among the shareholders of sufficient value to authorize him to present a petition. That being his position, and the rule being that the petitioner must succeed upon allegations which are proved, of course the petitioner must show the court by sufficient allegation that he has a sufficient interest to entitle him to ask for the winding up of the company. I say a 'sufficient interest,' for a mere allegation of a surplus or of a probable surplus will not be sufficient. He must show what I may call a tangible interest. I am not going to lay down any rule as to what that must be, but if he showed only that there was such a surplus as, on being fairly divided, irrespective of the costs of the winding up, would give him £5, I should say that would not be sufficient to induce the court to interfere in his behalf."—*In re Rica Gold Washing Company, C. A.*, 27 W. R. 715 (Buckley, 178, note (e)).

WINDING UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Anglo-Belgian Bank Limited.—V.C. Bacon has, by an order dated January 18, appointed Louis Charles Alexander, of Pall Mall, to be official liquidator. Creditors are required, on or before September 18, to send their names and addresses, and the particulars of their debts or claims to the above. November 4 at 12 is appointed for hearing and adjudicating upon the debts and claims.

Foreign and Colonial Gas Company, Limited.—Fry, J., has, by an order dated June 21, appointed Alfred Lass, of Gracechurch st, to be official liquidator.

Great Western Iron Company, Limited.—By an order made by V.C. Hall, dated July 11, it was ordered that the above company be wound up. Rexworthy, Cheapside, agent for Parker, Newnham, solicitor for the petitioner.

Middeborough Assembly Rooms Company, Limited.—Petition for winding up, presented July 18, directed to be heard before V.C. Bacon on July 28. Bower and Cotton, Chancery lane, agents for Dodds and Co, Stockton-on-Tees, solicitors for the petitioner.

Mutual Dress Supply Association, Limited.—Petition for winding up, presented July 18, directed to be heard before the M.R. on Aug 1. Smith and Co, Frederick's place, Old Jewry, solicitors for the petitioner.

Patent Star Fire Lighter Company, Limited.—Petition for winding up, presented July 16, directed to be heard before V.C. Bacon on July 26. Macneil, Moylegate st, solicitor for the petitioner.

South Kensington Dairy Company, Limited.—The M.R. has, by an order dated June 6, appointed Harry Seymour Foster, Copthall bldgs, Throgmorton st, to be official liquidator. Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Oct 29, at 11, is appointed for hearing and adjudicating on the debts and claims.

Western District Bank, Limited.—Petition for winding up, presented July 12, directed to be heard before the M.R. on July 26. Tillard and Co, Old Jewry, solicitors for the petitioner.

Wheat Newton, Limited.—V.C. Bacon has fixed July 28, at 12, at his chambers for the appointment of an official liquidator.

[*Gazette*, July 18.]

Bristol Hall of Freedom Club and Institute Company, Limited.—By an order made by the M.R. dated July 12, it was ordered that the company be wound up. Torr and Co, Bedford-row, agents for Salmon, Bristol, solicitor for the petitioner.

Jackson, Gill, and Company, Limited.—The M.R. has, by an order, dated July 16, appointed William Barclay Peat, Lothbury, to be provisionally official liquidator.

Murray and Company, Limited.—By an order made by the M.R., dated July 12, it was ordered that the above company be wound up. Lowless and Co, Marilla's lane, Cannon st, solicitors for the petitioner.

Mutual Dress Supply Association, Limited.—Petition for winding up, presented July 18, directed to be heard before the M.R. on Aug. 2. Rogers and Chaves, Queen Victoria st, solicitors for the petitioner.

Rochdale Property and General Finance Company, Limited.—Petition for winding up, presented July 21, directed to be heard before V.C. Bacon, on Aug 2. Clarke and Co, Lincoln's-inn-fields, agents for Stranding, Rochdale, solicitor for the petitioner.

South Wood Pleasure Grounds Company, Limited.—The M.R. has fixed Wednesday, July 30 at 12, at his chambers, for the appointment of an official liquidator.

[*Gazette*, July 22.]

UNLIMITED IN CHANCERY.

Consolidated Land and Investment Corporation.—Petition for winding up, presented July 17, directed to be heard before the M.R. on Aug 2. Digby and Taylor, Broadfield st, solicitors for the petitioner.

[*Gazette*, July 22.]

COUNTY PALATINE OF LANCASTER.

Grove Mill Cotton Spinning and Manufacturing Company, Limited.—Petition for winding up, presented June 18, directed to be heard before the V.C. at his chambers, 6, St. Ann's buildings, Lincoln's-inn, on July 28. Tettershall, Blackburn, solicitor for the petitioners.

Western District Bank Limited.—Petition for winding up, presented July 15, directed to be heard before the V.C., at his chambers, 6, Stone buildings, Lincoln's-inn, on July 25. Taylor, Preston, solicitor for the petitioners. [Gazette, July 18.]

FRIENDLY SOCIETIES DISSOLVED.

Grand Protestant Association of Loyal Orangemen, New Inn, Bacon p, Lancashire. July 14. [Gazette, July 18.]
Widderton Equitable Industrial Co-operative Society, Limited, Widderton. July 16.
Friendly Society, White Lion Inn, Ashbourne, Derby. July 19. [Gazette, July 22.]

Legal News.

On Monday, in answer to Mr. James, the Chancellor of the Exchequer said the Charity Expenses Bill would be withdrawn for the present session, but it would be re-introduced next session, and, if thought expedient, it could be referred to a select committee. [The Bill has since been withdrawn.]

In the course of a case before the Probate Division on Wednesday, the President, addressing the jury, said:—It is a very remarkable thing, and I daresay you have heard it observed before, that the vast majority of criminal cases arise in some way or other out of drunkenness. I observe in this court also, on one side and the other, divorce causes as well as probate causes, that the litigation arises, directly or indirectly, out of drink.

The *Maidstone Standard* says that correspondence has passed between the Mayor of Maidstone and the High Sheriff of Kent with reference to a slight upon the corporation of the county town by Mr. Justice Grove, who, instead of waiting for the civic procession, which was, in accordance with ancient custom, proceeding to the judge's lodgings to meet his lordship, drove at once to church. The High Sheriff in his reply regrets that his lordship "could not be induced to wait."

In *Powell v. State* (5 Texas Appeals Reports, 234), the defendant got seven years' imprisonment for killing a school-master, and in *Boston v. State*, p. 383, the same punishment for killing a coloured man, while in *Williams v. State*, p. 226, the defendant got the same punishment for killing a gelding, and in *Fore v. State*, p. 251, the defendant got fifteen years' imprisonment for the like offence. Whereupon the *Albany Law Journal* remarks, "We take it that geldings are rarer than school-masters and 'darkeys' in Texas."

In the House of Commons on Monday the Chancellor of the Exchequer, in answer to Mr. Rathbone, said:—I have been in communication with my hon. and learned friend the Attorney-General on the subject of the Bankruptcy Bill, and he is of opinion that it will be possible to greatly reduce the length of the Bill by adopting the suggestion made the other day by the hon. and learned member for Coventry; and he is now occupied in considering what alteration should be made in it. My hon. and learned friend will therefore propose to recommit the Bill *pro forma* in order to make the necessary alterations, and I hope it will be possible to pass the Bill through the House during the present session. If it should be necessary—as very probably it will be—to introduce a Consolidation Bill next session, it will be very convenient to take the course recommended by my hon. and learned friend [of referring the Bill to a select committee].

High Court of Justice.

CHANCERY DIVISION.

(Before FRY, J.)

June 27.—*Quarrell v. Bowley*.*

New case made by plaintiff at trial—Witnesses not called—Costs.

If a plaintiff makes certain charges in his pleadings, and at the trial abandons those charges and sets up a new case, the defendant who succeeds upon the case so presented will be entitled to the costs of witnesses attending to rebut the charges originally made.

This was a motion to allow the costs of certain witnesses

* Reported by L. B. SEBASTIAN, Esq., Barrister-at-Law.

who had been in attendance at the trial at the assizes, but had not been called, and whose costs had been disallowed in taxation.

The questions at issue in the action had reference to the sale of a horse by the defendant, the horse being the property of the plaintiff. The defendant being about to sell at Tattersall's certain horses of his own, the plaintiff forwarded to him the horse in question for the purpose of being sold together with the defendant's, or of being previously sold by private contract. The horse was sold at Tattersall's for 53 guineas.

By his original statement of claim, delivered on July 29, 1878, the plaintiff alleged that he had given written instructions to the defendant not to sell the horse for less than 70 guineas, and that the defendant, having undertaken to act in accordance with these instructions, wrongfully sold for a less sum; and he claimed damages for such wrongful sale. The defendant by his statement of defence denied having received the instructions alleged, or undertaken to act in accordance with them, or that he was under any legal liability to the plaintiff, and he paid into court £43 13s. 2d., as being the balance of the 53 guineas, after deduction of auctioneer's commission and expenses. And by way of counter-claim he claimed from the plaintiff £15 for expenses of sale.

On January 14, 1879, the plaintiff delivered an amended statement of claim, in which he set up a case that the defendant had undertaken to sell the horse at Tattersall's, subject to such reserve price as the plaintiff should fix before the sale, unless the defendant should sell the horse by private contract, previously to the public sale, for not less than £75; that the defendant did so sell the horse by private contract, but wrongfully and fraudulently concealed from the plaintiff the fact that such private sale had been rescinded and the horse returned; and that by such wrongful and fraudulent conduct the plaintiff was induced to believe that the horse had been sold by private contract; and that he was thereby prevented from fixing a reserve price for the public sale; and that, as the result, the defendant sold the horse by auction at an undervalue, without giving the plaintiff an opportunity of fixing a reserve price; and he increased his claim for damages. The defendant then put in an amended statement of defence, denying the allegations of fraud and of undervalue, and asserting that the defendant had acted throughout in the matter of the sale of the horse in thorough good faith towards the plaintiff.

Issue was subsequently joined, and the action came on for trial before Mr. Justice Fry and a special jury at Gloucester Assizes on February 17, 1879. At the trial the plaintiff's counsel argued that the alleged wrongful conduct of the defendant consisted, not in the fraudulent concealment of the rescission of a *bona fide* contract for sale, but in the fraudulent allegation to the plaintiff that there had been a sale, which was in fact a sham, and the defendant's counsel not opposing, the pleadings were ordered to be amended so as to state this charge. The question left to the jury was whether the alleged sale by private contract was a *bona fide* or a sham and fraudulent sale, and the jury returned a verdict for the defendant, and found that there had been no fraud. Judgment with costs was accordingly given for the defendant, and also judgment on the counter-claim for £10 18s. 10d., he undertaking to pay to the plaintiff the difference between the sum paid into court and the sum of fifty-three guineas for which the horse was sold. An application for a new trial was made and refused.

When the defendant's bill of costs came on for taxation, the plaintiff objected to certain of the items charged in respect of the attendance of certain witnesses who had been subpoenaed by the defendant but had not been called, on the ground that the defendant had succeeded upon his defence or plea in bar to the plaintiff's claim, and that the specified witnesses were in attendance at the trial for the purpose of giving evidence in reduction of damages only. On these objections, and on the authority of the case of *Hodgkinson v. Wyatt* (13 L. J. Q. B. 73), the charges in question were disallowed by the taxing master.

The defendant objected to the disallowance of the charges, and asserted that the witnesses had been subpoenaed, on the advice of counsel, to meet the charge of fraud in the statement of claim by showing the circumstances under which the horse was sent to Tattersall's and the value of the horse. The plaintiff, in his answer to objections, asserted that the witnesses specified knew nothing about the question upon which the defendant really succeeded, that question being whether or not the defendant had undertaken anything more

than to let the horse go with his own to Tattersall's to be sold.

The application to review the taxation was made before a judge in chambers, and by him the matter was referred to Mr. Justice Fry, who directed it to be brought on before him by way of motion.

Jelf moved to review the taxation by allowing the costs of the witnesses in question.

Boddam, contra.

Fry, J.—The reason for which the witnesses, in regard to whose costs the present question is raised, were not called at the trial, was simply this—that the issue of fraud which was raised on the pleadings as amended, and which they were called to disprove, was not the issue which was raised and argued at the trial. The plaintiff gave up the first charge of fraud, and set up a new charge of fraud, which was allowed to be made by amendment at the trial. It was only because the plaintiff himself changed his mind that the witnesses were not called. The defendant must have the costs of these witnesses, but I cannot give him the costs of the present application, the mistake which has occurred not having been attributable to the plaintiff.

Solicitors for the plaintiff, *Prior, Bigg, Church, & Adams*, for *W. C. Quarrell*, Worcester.

Solicitors for the defendant, *Peacock & Goddard*, for *Mullings, Ellett, & Co.*, Cirencester.

(Before Fry, J., sitting for Malins, V.C.)

July 18.—*Lawrence v. Fletcher.**

Lien of town agent.

A town agent has a general lien as against his country solicitor principal, but only a particular lien as against the latter's client, and there is no difference in this respect between a charging and a retaining lien.

Motion.

The suit of *Lawrence v. Fletcher* was commenced in March, 1874, for the administration of the estate of H. D. Lawrence, and for other purposes, the plaintiff being the daughter and sole beneficial devisee and legatee under the will of the testator in the suit, and the defendants being William Fletcher and Thomas Gould, the executors and trustees of the will. In November, 1874, the plaintiff was married to W. Bathew; and B. Walker and J. Hutchinson, the trustees of Mr. and Mrs. Bathews' marriage settlement, and W. Bathew, were added as defendants in the action.

Thomas Gould, one of the defendants, was a member of the firm of Jervis & Gould, solicitors, of Uttoxeter, and Jervis & Gould were employed by the defendants in *Lawrence v. Fletcher* as their solicitors. The firm of Jervis & Gould was dissolved on May 1, 1874, and from that time Gould alone acted for the defendants in the suit. Messrs. Stokes, Saunders, & Stokes habitually acted as the London agents of Jervis & Gould, and they did so in the case of *Lawrence v. Fletcher*. They continued to act for Gould alone in this matter and others after the dissolution of the partnership, but ceased to act for Jervis in the matters in which he was concerned.

The cause came on for hearing on further consideration before Malins, V.C., on May 15, 1877, and by the order then made it was declared that Gould and Jervis had a lien for the sums of £499 8s. 2d. in respect of principal, and £4 15s. in respect of interest (together amounting to £504 3s. 21.), upon a certain sum of consols then lately in court, and it was ordered that the part of the said sum of consols then remaining in court should be sold, and that out of the proceeds of sale and dividends, and a certain sum of cash in court, certain small payments should be made, and that the residue of the money to arise by the said sale and the said dividends and cash (which residue, dividends, and cash ultimately amounted to £263 4s. 101.) should be paid to the defendant Gould in part discharge and satisfaction of what was due to him and Jervis in respect of their lien. And it was further ordered that the costs of the plaintiff and defendants should be taxed (including in the defendants' costs any charges and expenses of administering the testator's estate), and it was declared that the balance remaining due in respect of the aforesaid lien, after such payment in part satisfaction thereof as aforesaid, and also the said costs when taxed, were a charge upon the hereditaments comprised in the settlement of the 18th of November, 1874,

made upon the marriage of the plaintiff; and the defendants, R. Walker and J. Hutchinson, as the trustees of the said settlement, were ordered to raise and pay the same accordingly. The costs of the defendants were taxed, and the balance remaining due to them was certified by the taxing master to amount to £395 16s. 11d.

The sum of £263 4s. 101., arising as before mentioned, was received out of court under a power of attorney from Gould by Stokes, Saunders, & Stokes, and one half, i.e., £131 12s. 51., was paid on account to Jervis, and the remaining half to, or on account of, Gould. After deducting the sum so distributed from the sum of £504 3s. 21. in respect of which the lien was declared, the sum of £240 18s. 41. still remained due to Jervis & Gould in respect of their lien, or £120 9s. 21. to each of them. In pursuance of the order of court above stated, the trustees of Mrs. Bathew's marriage settlement sold a sufficient portion of the hereditaments comprised in the settlement to raise a sum adequate to defray the sums of £395 16s. 11d. and £240 18s. 41. which were charged upon them by the order, and this sum they retained in their hands.

Before the matter was finally settled, and in the month of January, 1879, Gould died. At the time of his death he was insolvent, and a will left by him was never proved.

Under these circumstances various claims were made in respect of Gould's interest in the sums of £395 16s. 11d. and £240 18s. 41. Stokes, Saunders, & Stokes claimed to be entitled to the sum of £454 7s. 3d., for which they alleged that Gould was indebted to them in respect of their agency charges in the suit of *Lawrence v. Fletcher*, and payments made for him in that suit, and for other matters; but of this sum Jervis alleged that a part had been already paid by him. Jervis, as the surviving member of the firm of Jervis & Gould, claimed to be entitled to certain sums which he alleged to be costs, and costs, charges and expenses of the defendants due to the said firm during the existence of the partnership, and to be included in the sum of £395 16s. 11d., though this was denied by Stokes & Co. And he also claimed to be entitled to the sum of £20 due to him from Gould under a promissory-note, dated July 25, 1878, and a memorandum in writing of the same date, by which Gould authorized and empowered the trustees of the settlement to pay the £20 out of money coming to him in respect of his costs in the cause and otherwise. The defendant W. Fletcher claimed to be entitled to the sum of £160 16s. 10d., together with interest on £150, part thereof, from November 25, 1878, secured by an assignment by way of mortgage of Gould's share of money under the decree in the above suit and his share of costs and costs charges and expenses in the suit. Notice of Jervis' promissory-note and memorandum and of Fletcher's security had been given to the trustees.

Stokes & Co. now moved for an order declaring that they, as the town agents of the late Thomas Gould, were entitled to a charge upon so much of the sums of money raised by the defendants, R. Walker and J. Hutchinson, under order dated May 15, 1877, and then in their hands, as was thereby directed to be paid to the said Thomas Gould, and also upon the costs of the defendants, W. Fletcher and T. Gould, by the same order directed to be raised and paid by the defendants, R. Walker and J. Hutchinson, and which had been taxed at £395 16s. 11d., for the costs, charges and expenses incurred by the said Messrs. Stokes & Co., as agents for the said T. Gould, amounting to £454 7s. 3d., and that the defendants, R. Walker and J. Hutchinson, might be ordered to pay the said sum of £454 7s. 3d., or so much thereof as the said moneys in their hands would suffice to pay to the said Messrs. Stokes & Co.

North, Q.C., and Farwell, for the motion.—The town agent has a lien to the extent which the country solicitor preserves. The agent's lien stops the right of the country client after notice. Whatever the case may be with a private client, as against a solicitor client the lien is general and not only particular. They referred to *Farwell v. Coker* (2 P. W. 460); *Redfearn v. Sowerby* (1 Sw. 84); *Ward v. Hepples* (15 Ves. 297); *Ex parte Warren* (19 Ves. 162); *Shafte v. Powell* (cited in 2 Fowler's Ex. Prac. 382); *Stevens v. Avery* (Dick. 224); *Chaloner v. Chaloner* (cited in Anon. Dick. 804); *Bray v. Hine* (6 Price, 203); *Putter v. Hyatt* (2 Y. & C. Ex. 112); *Dicas v. Stockley* (7 Car. & P. 687); *White v. Royal Exchange Assurance Company* (1 Bing. 20); *Waller v. Holmes* (9 W. R. 32, 1 J. & H. 239); *Tardrew v. Howell* (10 W. R. 32, 3 Giff. 381); *Peatfield v. Barlow* (17

* Reported by L. B. SEBASTIAN, Esq., Barrister-at-Law.

W. R. 516, L. R. 8 Eq. 61); *Cockayne v. Harrison* (21 W. R. 520, L. R. 15 Eq. 298); *Stokes on Lien of Attorneys*, p. 180; 1 *Lush's Practice*, 3rd ed. (1865), pp. 346-7.

Heath, for the defendant W. Fletcher, and P. O. Jervis, and also for Gould's representative.—*Stokes & Co.*, have no lien on any part of the £395 16s. 11d. which is due to the firm of Jervis & Gould, or at all events, not to any part of it which is not attributable to Gould's share. I admit that *Stokes & Co.* have a particular lien on Gould's costs in priority to Fletcher's and Jervis' charges upon them, but I deny the existence of a general lien on these or any other sums: *Bozon v. Bolland* (4 My. & Cr. 354); *Shaw v. Neale* (6 W. R. 635, 6 H. L. C. 581-601); *Ex parte Steele* (16 Ves. 164); *Ex parte Thompson* (3 L. T. N. S. 317, 9 W. R. C. L. Dig. 5); *Wilson v. Round* (12 W. R. 402, 4 Giff. 416).

W. Barber, for the defendants, the trustees of the marriage settlement.

FAY, J.—In this case really everything has become pretty clear by the discussion, except one point on which Mr. Heath has addressed me, namely, whether the lien of the town agent on the fund to be paid is, as against the country solicitor, general or particular. Now, it appears to me to be plain that the lien of the town agent on deeds is, as against the country solicitor, general. The cases of *Ward v. Hepple* and *Bray v. Hine* seem to me to be distinct authorities for that, and I am unable to find any reason why there should be a difference in the extent of the charging lien and of the retaining lien. It seems to me that there would be great inconvenience in introducing a distinction as to the extent to which the two liens should go; and, further than that, I must bear in mind the observation of Lord Hatherley, when Vice-Chancellor (in *Waller v. Holmes*), in which he says, "The court has given all possible assistance to the agent by enforcing any lien which the country solicitor was capable of giving." Now, there can be no doubt whatever that the country solicitor is capable of giving to the town agent a lien upon any costs coming to the country solicitor for everything which may be due on the agency account between the country solicitor and the town agent. I think that that is the more reasonable view to take of the rights of the town agent. I think, therefore, that the law is correctly laid down by Mr. Whitley Stokes in the passage in his work upon *Lien of Solicitors* (p. 180), to which my attention has been drawn. "As against the country attorney," he says, "the agent's lien is general; as against the client his lien is only particular. In other words, as between the country attorney and the agent, the latter's lien extends to all costs for all agency business and disbursements due to him from the former. But as between the client and the agent, the latter's lien only extends to the costs of the particular suit." I will give effect to that by declaring the lien of the present applicants in respect of their agency charges—not going to other matters—all their agency charges as town agents, whether in the present suit, or in any other proceedings (and I think I must include in that sums paid for the renewing of the certificate of Mr. Gould), against the three sums—that is, the £120 9s. 2d. (Mr. Gould's moiety of the £240 18s. 4d.), Gould's moiety of any portion of the £395 16s. 11d., which, on inquiry, may be found to be payable to Jervis & Gould, and also the entirety of the balance of the £395 16s. 11d., or the whole of the £395 16s. 11d., according as the inquiry goes. There will be an inquiry, if desired by the present representative of the firm of Jervis & Gould, and at his risk, what portion of the £395 16s. 11d. was for costs payable to Jervis & Gould, the costs of such inquiry to abide the result of the same. Messrs. Stokes & Co. will pay the trustees' costs, and add them to their own, and then add the whole of such costs to their security. I will make an order appointing Jervis to represent Gould for the purpose of this application.

Solicitors, *Stokes, Saunders, & Stokes; Ashurst, Morris, Cripp, & Co.*, for P. O. Jervis, Uttoxeter; *T. White & Sons*.

COMMON PLEAS DIVISION.

(Before Lord COLERIDGE, C.J., and DENMAN, J.)

July 21.—*In re W. Hunt, formerly a solicitor.*

This gentleman had been struck off the rolls on the 6th of June, 1873, for non-payment of £310 received by him for a Mr. Bird.

Morgan Lloyd applied for a rule to show cause that he

might be reinstated. He had, ever since he was struck off, been a clerk in the employ of different solicitors, and had conducted himself well, and had long ago repaid the amount which was the subject of the previous proceedings.

Murray, for the Incorporated Law Society.

Lord COLERIDGE, C.J., in the course of the arguments, said it ought not to be a matter of course that because a man, at the end of six years, could say he had conducted himself properly, he is to be restored. If such an application were permitted, striking off the roll would amount merely to a suspension.

Ultimately it was arranged that the application should be renewed, with fuller materials.

County Courts.

WAKEFIELD.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

July 8.—*Re Ducketts & Furniss. Ex parte The Leeds Estate and Building Society.*

A distress made by mortgagees under the attornment clause in their mortgage, was withdrawn at the request of the mortgagors upon their promising to make certain payments; and subsequently an agreement was made between mortgagees and mortgagors, for the execution by the latter of a new mortgage. No payment was made by the mortgagors in pursuance of the agreement, nor was any new mortgage executed. The mortgagors filed a petition in bankruptcy, whereupon the mortgagees distrained for a year's rent, comprising part of that previously distrained for.

Held, that they were entitled to do so.

His Honour, in delivering judgment, said:—This case comes before me by way of motion in which William Pease, the trustee of the estate of the bankrupts Ducketts & Furniss, applied for an order to compel the Leeds Estate and Building Society to file an account of the sale of the bankrupt's goods, chattels, and effects, under a distress made by the society for two years' rent, and also to direct them to pay to the said trustee the proceeds of such sale, together with the costs of the distress and the costs of the various applications to the court in this matter.

The facts, so far as they are necessary to be stated for the decision of the court in this case, are that the society, in November, 1876, advanced to the bankrupts a sum of £1,050, made up of principal and interest, secured by a mortgage of the borrower's premises and land. The amount was made repayable by yearly instalments of £105. The deed was in the ordinary form, and contained the usual attornment clause by which, as between the parties, a tenancy from year to year was created. The debtors having failed to pay two instalments, the last of which became due on the 30th of November, 1878, the society distrained for two years' rent. On the distress being put in force the debtors made an earnest representation to the secretary of the society of the ruinous effect it would have upon the credit of the partnership if the distress was persisted in, and upon the promise of an immediate payment of £25, and a subsequent payment of £75, the distress was provisionally withdrawn until final terms of agreement as to the payment of the remaining amount had been come to, a written consent in the meantime having been given for the possession to be continued without sale for twenty-one days. Pursuant to this arrangement, on the 28th of January an interview took place at the society's offices in Leeds between Furniss and the directors, at which terms of settlement for the withdrawal of the distress were discussed at length, and it was then agreed that, upon the payment of £25 on the 11th of February, and a further payment of £25 on the 1st of March, the distress should be withdrawn, and that the terms contained in the following minute entered in the society's books should be embodied in a new mortgage deed. The minute was as follows:—"Furniss appeared before the directors, and, after considerable discussion, it was agreed that he was to pay £50 in a month, to pay it in with the £25 already paid, making £75. The remaining arrears unpaid to be extended to the term of sixteen years, in monthly payments to extend over the sixteen years. £25 to be paid on the 11th of February, and £25 on the 1st of March following January 29, 1879." The debtors failed to make the payment of £25 on the 11th of

February, but on the 22nd of that month they sent to the directors a post-dated cheque for £50, payable on the 7th of March. On the 26th of February a petition in bankruptcy was filed in this court by the debtors, and, upon learning this, the directors, on the 1st of March, distrained upon a portion of the bankrupts' premises for a year's rent, which distress was further completed on the 4th of March. A sale was effected of the goods so seized, which realized the net sum of £88 5s. Upon these facts, it is contended by the counsel for the trustees that the case falls within the principle of the decisions that, where there has been a withdrawal from a distress by the landlord, there having been sufficient goods to satisfy his claim for rent, the power to distrain a second time for the same rent has gone; and, further, that after the agreement of the 28th of January—by which the remaining portion of the money unpaid, the subject of the distress, was to be added to the principal sum, to be secured by a new mortgage extending the time for payment from ten to sixteen years—the amount which had been distrained for ceased to have the character of rent, and that the directors had lost the power of distraining for it. It is upon the question whether this proposition is maintainable upon the facts stated that the decision in this case must turn. With regard to the right of the landlord to distrain a second time, after having withdrawn from the first distress, the law is clear and distinct. If a tenant upon whose goods a distress has been made does anything equivalent to saying, "Forbear to distrain, and postpone for my accommodation your distress to some other time," in such a case the landlord may distrain a second time. In *Lear v. Edmunds* (1 B. & Ad. 157) it was said "that if the goods, the subject of the distress, have been relinquished at the request of the party, it would not operate as a bar. There must, no doubt, be a lawful ground for relinquishing the first distress and taking a second; but in all the cases in which the landlord withdraws at the request of the tenant and for his accommodation the landlord is not debarred from distraining a second time." In the present case it is not disputed that the distress made upon the goods on the 6th of January was not carried out by sale at the request of the bankrupts, and was withdrawn upon their promise to pay a £100, partly performed by the payment of the £25, the then arrangement being conditional upon a final one being completed, which should be conclusive and binding upon both parties. There can, I think, be little doubt as to what was the intention of the parties at the meeting of the 28th of January. On the side of the directors it was contended that the character of the debt as rent should not be changed, and the distress should not be considered as abandoned, until the £25 agreed to be paid on the 11th of February and the remaining £25 on the 1st of March had been carried out, and that, with regard to the other matters, they were to be embodied in a new mortgage deed which, owing to the bankruptcy, was never completed, and I believe that such also was the intention and understanding of the terms by the debtors themselves. There was a total failure on the part of the latter to carry out their part of the agreement. The sending the post-dated cheque in lieu of making the promised payment on the 11th of February was in itself a substantial breach of the agreement of the 28th of January, and I am of opinion that, on the filing of the petition in this court on the 26th of February, the agreement came to an end by the bankrupts becoming unable to perform its terms. In the absence of the second mortgage deed all was in parol, and the performance of a covenant cannot be waived by parol at common law. Rent, which arises out of covenant is a specialty debt, and can only be discharged, in the absence of payment, by a deed or some contract of as high, or a higher, nature. The case of *West v. Blakeway* (2 Man. & Gr. 729) is an authority to show that in the case of a covenant the whole matter is under the seal of the party, and the contract into which he has entered can only be discharged by an instrument of the same nature as that by which the contract was created. There is nothing arising out of the facts of this case which operates, in my opinion, in the nature of an estoppel so as to prevent the second distress from being operative. The directors, as landlords, had not "wantonly," in the language of *Bagge v. Mauby*, (L. R. 8 Ex. 641), abandoned the distress without sufficient excuse for so doing, and thus made the second distress unlawful, but had been induced to withdraw it at the instance and for the accommodation of their tenants, whose failure to

perform the conditions upon which it was provisionally withdrawn has prevented their landlords from realizing the fruits of their first distress; in substance, this case is nothing more than the landlord not carrying the first distress into effect upon a promise of payment within a limited time, which promise has not been performed: *Lee v. Cooke* (3 H. & N. 203) decides that, where misconduct exists on the part of the tenant, a second distress is lawful. I am of opinion that the second distress was open to the directors in this case, on the ground that the withdrawal of the first distress was at the debtors' request and for their accommodation, and that the second distress, for the reasons I have stated, was valid and good in law. The motion must, therefore, be dismissed, with costs. The costs of the trustees to be paid out of the estate. Costs of the continued possession to be allowed.

E. Tindal Atkinson, barrister, for the trustee.
Bond, solicitor, Leeds, for the building society.

Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

CARNEY, JOSEPH, Pall Mall, Gent. Sept. 30. Janney v. Kimber, V.C. Malins. Kimber, Lombard st.
HIRST, WILLIAM OLIVER LITTLEWOOD, Wakefield, Retail Clothier. Sept 1. Hirst v. Durrans, M.R. Sykes, Huddersfield.
WOODHEAD, JOSEPH, Gomer-st, York, and Joseph WOODHEAD, junr., Rousley, Derby, Wolsingham. Aug 12. Clutton v. Carr, V.C. Bacon. Flower, Great Winchester st.
[Gazette, July 18.]
BANFIELD, ROBERT HITCHENS, St. Ives, Cornwall, Solicitor. Aug 22. Forwood and Co. v. J. Jolly, M.R. Burrows, Grassington st.
BARTHELM, JOSEPH KILBERT, Weston, Somerset, Solicitor. Aug 22. Bartlem-Foss v. Bartlem, M.R. Foss, Abchurch-lane, London.
BOWKER, ELIZA ANGELA, Berwick st, Oxford st. Oct 1. Bowker v. King, V.C. Hall. Crose and Co, Lancashire p. Strand.
ELLIOTT, JOHN, West Brandon, Durham, Farmer. Aug 31. Elliott v. Elliott, V.C. Bacon. Maw, junr., 41, Old Broad st.
EYRE, THOMAS, Finborough rd, West Bromwich. Sept 15. Bean v. Eyre, V.C. Hall. Wing and DaCune, Gray's-inn sq.
HAIGH, THOMAS, Bradford, Yrs, Bank Manager. Sept 11. Halsey v. Haigh, M.R. Dickens, Bradford.
HILL, HANNAH, Holland Villas rd, Kensington. Aug 12. Hill v. Brown, Justice Fry. John Hewerton Brown, Carlisle.
KITCHEN, THOMAS, Phoenix st, St. Pauls, Leno Manufacturers. Aug 20. Kitchen v. Kitchen, Justice Fry. Lydall, Southampton Buildings, Chancery-lane.
LANGE, CARL, Newcastle-upon-Tyne, Merchant. Sept 3. Lange v. Lange, V.C. Hall. Garbutt, Newcastle-upon-Tyne.
WILLIAMS, DANIEL, Penrhyn, Cardigan, a Counsel. Nov 2. Jones v. Har Magistrate's Attorney-General, V.C. Malins.
[Gazette, July 23.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

ASHCROFT, ELIZA, Anfield, Lancaster. Aug 1. Rogerson and Co, Liverpool.
ASHMOLE, WILLIAM, Ilford, Essex, Gent. Aug 11. Houlders, Barbican.
BAKER, JOHN, Long Ashton, Somerset, Carpenter. Sept 1. O'Donoghue and Anson, Bristol.
BROOKE, JOSEPH, Stavely, Derby, Grocer. Sept 1. Gratton and Marsden, Chesterfield.
CHRISTIAN, JOHN, Southey Brow, St Helen's, Licensed Victualler. Sept 1. Massey, St Helen's.
COLLARD, WILLIAM FREDERICK, Upper Hamilton terrace, Esq. Aug 9. Theobald, Furnival's-lane.
COLLIER, JAMES ROBERT, Welbeck's, Cranford sq. 41, Green Man-factory. Aug 16. Underwood and Son, Holt st, Cranford sq.
CRAYN, EMMA, St George, Gloucester. Sept 4. Dix, Bristol.
DOUGLAS, ISABELLA, Whitehaven. Aug 30. Wainster, Whitehaven.
DYER, CHARLES BENT, Ambleby, Anglesay, Mining Agent. Aug 20. Paynter, Brynford.
ECCLESTON, RICHARD, Mawdesley, Lancaster, Shopkeeper. Aug 12. Stanton, Chorley.
ELLIOTT, THOMAS, Daybrook Vale, Nottingham, Cotton Doubler. Sept 4. Elliott, Nottingham.
FOULKES, ANW, Hawarden, Flint, Shopkeeper. Aug 15. Barker and Co, Chester.
GARDNER, MARY ANN, Redcliffe-gardens, South Kensington. Sept 6. Infenham, Devonshire-terrace, Portman-place.
GRACE, SAMUEL, Liverpool, Wine Merchant. Aug 26. Miller and Co, Liverpool.
GRAMHAM, JAMES, Brunswick st, Euston rd, Baker. Aug 9. Nickinson and Co, Chancery lane.
GURNEY, HENRY, Aylesbury, Grocer. Aug 30. Lepper and Blaxland, Mark lane.
HARRIS, EDWARD HENRY, Clifton st, Brighton. Aug 15. Newman and Co, Yeovil.
HARRALL, CHARLES VERNON, Haverfordwest, Esq. Aug 11. Simpson and North, Liverpool.
HARTSHILL, FREDERICK, Cornwall rd, Bayswater, Gent. Aug 12. Wild and Co, Longwood-lane, Chesham.
HEAD, WILLIAM ALSTON, East Grinstead, Solicitor. Aug 19. Head, East Grinstead.

HEAD, DANIEL, Guildford, Surrey, Retired Grocer. Aug 29. White, Guildford.
 HOPKINSON, MATTHEW THOMAS, Woodthorpe, Derby, Gent. Sept 29. Goston and Marston, Chesterfield.
 HOWELL, ELIZABETH, Elgin crescent, Notting hill. Aug 24. Palmer and Co, Travellers.
 JOWETT, WILLIAM, Fairfield, nr Manchester, Dyer. Aug 25. Farrar and Hall, Manchester.
 KATE, ANTHONY KOSWOWSKI, Huddersfield, Manufacturing Chemist. Sept 1. Crover and Sunderland, Huddersfield.
 LEE, WILLIAM, Station rd, South Norwood, Gent. Sept 1. Parkers, Bedford row.
 LITTLEFIELD, ELIZA, Buckland, Southampton. Aug 14. Pearce and Son, Portsea.
 PARKER, ELIZABETH, B. th. Aug 12. Fortnes, Chancery lane.
 PARKER, WILLIAM, Waterloo, Lancaster, Gent. Aug 1. Rogerson and Co, Liverpool.
 REKARD, WILLIAM, Liverpool, Schoolmaster. Aug 30. Woodburn Liverpool.
 ROYAL, ROBERT, Birkenhead, Submarine Diver. Sept 1. Kent, Liverpool.
 ROWLANDSON, THOMAS, Bishop Auckland, Gent. Sept 12. Proud, Bishop Auckland.
 SCHOFIELD, SAMUEL, Todmorden, York, Surgeon. Oct 10. Whitaker, Lancaster pl, Strand.
 SHADE, ELIAS, Broadwinor, Dorset, Carpenter. Sept 16. Leigh, Bea-minster.
 SLES, CHARLES WELLBORE, Newgate st, Warehouseman. Aug 15. Rob-ison, Newgate st.
 STULLIVER, ELLEN, Halifax. Sept 1. Terry and Robinson, Bradford.
 THOMAS, THOMAS, Merthyr Tydfil, Glamorgan, Butcher. Aug 10. Harris, Merthyr Tydfil.
 UYEN, HENRY, Broom Cross, Sheffield, Esq. Aug 16. Burdakin and Co, Sheffield.
 VACHEL, HENRY WILLIAM, Brown rd, Surbiton, Gent. Aug 30. Crosse and Co, Leicester rd, Strand.
 WALLIS, WILLIAM WALLACE, Rock Ferry, Chester, Gent. Aug 1. Roger-son and Co, Liverpool.
 [Gazette, July 15.]
 ASQUITH, WILLIAM, Leeds, Gent. Sept 6. Bulmer and Son, Leeds.
 ATTWATER, CHARLES, St John's rd, Bristol, Esq. Sept 1. Hine and Co, College hill.
 BAIL, EDWARD MORLEY CASWELL, Northam, North Devon, Esq. Aug 16. Rye and Eyre, Golden sq.
 BOLE, JOHN, East Brent, Somerset, Innkeeper. Aug 8. Pools, Bridg-water.
 BOWATER, THOMAS, Hanover st, Hanover sq, Tailor. Sept 15. Elliott, Victoria bldg, Gray's-inn.
 BOWRING, FREDERICK, Camberwell New rd, News Agent. Sept 15. Greening, Fenchurch st.
 BOW, WILLIAM, Leighton rd, Kentish Town. Aug 30. Brooks and Co, Goldsmith st, Doctors'-commons.
 BUDGEMAN, HERBERT ORLANDO, Blackheath, Kent, Civil Engineer. Aug 19. Tampion and Co, Fenchurch st.
 BURTON, ROBERT, Dalwood, Devonshire, Yeoman. Sept 1. Canning and Kyke, City rd.
 BURNING, JOANNA, Huaclecote, Gloucester. Aug 16. Wiltons and Biddford, Gloucester.
 CAMPBELL, the Hon. RONALD GEORGE ELIDOR, Onslow gardens, Captain in HM's Coldstream Guards. Aug 25. Farre and Co, Lincoln's inn fields.
 CARTER, JOHN, Holbeach, Lincoln, Brewer. Sept 11. Sturton, Hol-beach.
 CLAYTON, HALEY WILKINSON, Barton-on-Humber, Lincoln, Coal Mar-chant. Sept 6. Levett and Champney, Kingston-upon-Hull.
 COPE, JAMES, Park rd, Hampstead, Builder. Sept 12. Crowther and Walker, Raymond bldg, Gray's-inn.
 DAW, ELI-HA, Hutton, nr Houslow, Farmer. Aug 18. Wilde and Co, College hill.
 DONALDSON, SARAH ARMSTRONG, Bishopwearmouth, Durham. Aug 18. Hamly, Sunderland.
 EALL, ALFRED, APOSTOLICH, Park st, Grosvenor sq, Esq. Aug 20. Richards and Co, Lincoln's-inn-fields.
 FARMER, THOMAS, Stockton-on-Tees, Gent. Sept 16. Newby and Co, Stockton-on-Tees.
 HOGKINSON, CHARLES, Hoole, nr Chester, Farmer. Aug 19. Bridgman and Co, Chester.
 HUMAN, SUSANNAH, Lansdowne terrace, Coventry. Aug 23. Twist and Sons, Coventry.
 HUGHES, HENRY, Fenchurch st, Optician. Sept 29. Hillearys and Taylor, Fenchurch bldgs.
 JACKSON, WILLIAM, Heeden Bridge, Halifax, out of business. Aug 25. Sutcliffe, Heeden Bridge.
 KNIGHT, RICHARD, Westbourne terrace North, Gent. Sept 13. Crid-land, Beaf rd row.
 MATTHEWS, JOHN, Yarrowcombe, Devon, Yeoman. Sept 1. Canning and Kyke, Chanc.
 MATTHEWS, PATRICK, Mount Pleasant, Hastings, Surgeon Dentist. Aug 16. Clarkson and Co, Carter lane, Doctors'-commons.
 MITCHELL, THOMAS, Heavitree, nr Exeter, Esq. Aug 11. Jernan, Exeter.
 MISS MARY MOIR, Dyke rd, Brighton. Aug 15. Cooper and Williams, Brighton.
 NAYLOR, THOMAS, Mansfield, Nottingham, Maister. Sept 1. White Mansfield.
 PATAY, AUGUSTA ROSE, Brighton, Sussex. Aug 30. Davy, Ring-wood.
 PHILLIPS, MARY, Torquay, Devon. Aug 12. Walls and Co, Queen Victoria st.
 PRICE, JOHN, Bromsgrove, Worcester, Nail Factor. Aug 12. Scott and Horton, Bromsgrove.
 QUINN, ELLEN, Liverpool. Aug 17. Nordon and Levy, Liverpool.
 RABIN, SARAH, Thornton Heath, Surrey. Aug 19. Shaw, Farn ivala lun, Holborn.
 READING, JOHN, Westholme, Werneth, Oldham, Cotton Spinner. Sept 1. Murray and Wrigley, Oldham.

SANDERSON, GEORGE GRANT, Thorne, York, Manager of Ironworks. Sept 16. Evans, Rotherham.
 SHADE, ELIAS, Broadwinter, Dorset, Carpenter. Aug 16. Leigh, Bea-minster.
 SUDBURY, JOHN, Halstead, Essex, Builder. Sept 1. Sowell and Inman, Halstead.
 TARRANT, JOSEPH, Hartley, Wintney, Hants, Yeoman. Aug 5. Lamb and Brooks.
 WILLIAMS, JOHN GRIFFITH, Amlwch, Anglesea, Draper. July 31. Roberts, Bangor.
 [Gazette, July 15.]

APRIAN, JULIUS, Giessen, Germany. Gent. Sept 30. Fielder and Sumner, Godman st, Doctors'-commons.
 BEVAN, EDWARD, Clifton, Bristol, Gent. Sept 29. Sweet and Burroughs, Bristol.
 BROWNE, HANNAH, Hans-place, Chelsea. Sept 1. Evans and Co, Gray's-inn-q.
 BURLEY, WILLIAM ROBINSON, Stonegate, Leicester, Esq. Sept 1. Miles and Co, Leicester.
 BURTON, ROBERT, Kingston-upon-Hull, Ale and Porter Merchant. Aug 30. Lows and Co, Hull.
 CARTER, THOMAS DICK, Vincent sq, Westminster, Builder. Aug 22. Wilkins and Co, St Swithin's lane.
 CATOR, WILLIAM THORNHILL, Woodbastwick, Norfolk, Esq. Aug 30. Radcliffe and Co, Craven st, Strand.
 CHAMFRAIS, REV THOMAS PHIPPS AMIAN, Badsworth Rectory, York, Clerk. Aug 30. Fairfoot and Webb, Clewett's-inn.
 CUTTERELL, CHARLES JAMES, Golden sq, Gent. Aug 20. Collins, Far-nival's-inn.
 DEACON, ERNEST, Pontypool, Engineer. Aug 21. Edwards and Son, Pontypool.
 FELL, HERBERT WOODBURN, Ulverston, Lancaster, Gent. Sept 30. Jackson, Ulverston.
 FOWLER, WILLIAM, Forest Hill, Kent, Gent. Sept 15. Curis, Old Jewry Chambers.
 GILL, JAMES, Redland, Bristol, Gent. Aug 31. Ward, Oxford.
 GREAVES, JAMES, Ovenshaw, Lancaster, Boiler Maker. Aug 30. Hib-berth, Hyde.
 HALE, HARRITT, Maphdurham, nr Reading. Aug 19. Morley and Co, Chancery lane.
 HICKSON, AMELIA ANN, Clvedon, Somerset. Sept 1. O'Donoghue and Anson, Bristol.
 IDLE, AMELIA, Shipwyke, Sussex. Sept 1. Dixon and Co, Bedford-row.
 JONES, RICHARD, Windsor, Gentleman's Servant. Aug 26. Brown, High st, Marylebone.
 JONES, SARAH ELIZA, Sutherland-gardens, Maid's Vale. Aug 30. Par-ker, Hatcourt-bldgs, Temple.
 JONES, WILLIAM, South st, Manchester sq, Pawnbroker. Aug 20. Jus-tice, Bernard st, Russell sq.
 LANE, THOMAS, Colyton, Devon, Gent. Aug 30. Wilton, Colyton.
 LEAMONTH, ALEXANDER, Vintner, Isle of Wight, Gent. Sept 1. Jonas, Serjeant's inn, Chancery lane.
 MANNEL, ROBERT, Anglessey, Southampton, Lieut-Colonel. Aug 30. Wilkinson, Gosport.
 MAY, MARY, Plymouth, Rope Manufacturer. Sept 1. Stevens and Co, Plymouth.
 MITCHELL, WILLIAM, Luddenden Foot, York, Yeoman. Aug 18. Rob-son and Suter, Halifax.
 OWENS, MARY, Chester. Aug 16. Hine-Haycock and Bridgman, College-hill.
 ROBERTS, ELLIS, Liverpool, Retired Pilot. Aug 20. Morris and Jones, Liverpool.
 ROBINSON, SARAH, Longton, Stafford. Aug 18. Robinson, Longton.
 RUSH, ALFRED GEORGE ANDERSON, Farnborough. Northampton, Esq. Sept 10. Bnyne and Bretell, Staple-in.
 SANDFORD, GEORGE MONTAGUE WARREN, Hertford st, Park lane. Sept 20. Norton and Co, Victoria st, Westminster.
 SCOTT, JOHN EDMUND, Hyde, Isle of Wight, Auctioneer. Aug 11. Fardell, Hyde.
 THOMSON, WILLIAM, Exeter, M.D. Sept 2. Flogg, Hills-place, Oxford st.
 WEBSTER, MARY ANN, Brecford st, Newington. Aug 10. Bohm, Old Jewry.
 [Gazette, July 22.]

Legislation of the Week.

HOUSE OF LORDS.

JULY 17.—BILLS IN COMMITTEE.

ENCLOSURE PROVISIONAL ORDER (WHITTINGTON COMMON).
 TRAMWAYS ORDERS CONFIRMATION (both passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILL.—Over Darwen Corporation.
 MARRIAGES CONFIRMATION (HER MAJESTY'S SHIPS).

JULY 18.—BILL READ A SECOND TIME.

PUBLIC LOANS REMISSION.

BILLS READ A THIRD TIME.

PRIVATE BILL.—Whitehaven Town and Harbour Trust Extension.
 ENCLOSURE PROVISIONAL ORDER (WHITTINGTON COMMON).

JULY 21.—ROYAL COMMISSION.

The Royal assent was given by commission to the following:

Bills:—Dispensaries Houses (Ireland), Convention of Royal Burghs (Scotland), Salmon Fishery Law Amendment, Convention (Ireland) Act Repeal, Public Health Act (Interments), Sale of Food and Drugs Amendment, Confirmation of Marriages on Her Majesty's Ships, Local Government Boards Provisional Order Confirmation (Artisans' and Labourers' Dwellings), Gas and Water Orders Confirmation, Wormwood Scrubs, Cork Borough Court Amendment, Enclosure (Whittington) Provisional Order Confirmation, Hundred of Hoo Railway, Norwich Improvement, Church Fenton, Cawood, and Westow Railway, South Shields Gas, Ayr Harbour Amendment, Great Grimsby Street Tramways, Monmouthshire Railway and Canal, Arlecdon and Frisington Water, Birmingham Gas (Northfield and Yardley), Cardiff Corporation, Edinburgh Municipal and Police, Great Northern Railway (Further Powers), Lancaster Gas, Mirfield Gas, Morecambe Gas, North British (Bothwell Railway) Amalgamation, North British Railway (Dundee and Arbroath) Joint Line, Preston Gas, Taff Vale Railway, Wisbech Gas, London and North-Western Railway (Additional Powers), Plymouth and Stonehouse Gas, Severn and Wye and Severn Bridge Railway Companies, Belfast Central Railway, Cambridge Street Tramways, Treferig Valley Railway, Furness Railway, Metropolitan Railway, Bridport Railway, Pultney Harbour, Great Eastern Railway, Manchester, Sheffield, and Lincolnshire Railway, Newcastle-upon-Tyne and Gateshead Gas, South-Eastern Railway, Welton-on-the-Naze and Frington Improvement, Upper Mersey Navigation, Dublin (South) City Market Amendment, East and West India Dock Company, Sharpness Docks, Queenstown Gas and Light, Dublin Port and Docks, Portmadoc, Croesgar and Beddgelert Tram Railway, Belfast Water, London, Chatham, and Dover (Sevenoaks Railway Purchase), Ballymena and Larne Railway, River Bann Navigation, London (City) Tithes, Felixstowe Railway and Dock, Grand Junction Canal, West Donegal Railway, Edwards Infant Succession Duty, Goldsmid Estate and Leitrim Estates.

BILLS READ A SECOND TIME.

CUSTOMS BUILDINGS. ARMY DISCIPLINE AND REGULATION.

BILL IN COMMITTEE.

PUBLIC LOANS REMISSION (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Medway Docks, South London Tramways.

TRAMWAYS ORDERS CONFIRMATION. HIGHWAY ACCOUNTS RETURNS.

JULY 22.—BILL READ A SECOND TIME.

COMMONS ACTS (1876) AMENDMENT.

BILLS IN COMMITTEE.

CUSTOMS BUILDINGS. PUBLIC LOANS REMISSION (both passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Stafford and Uttoxeter Railway, Nottingham Corporation, Leicester Corporation, Blackpool Extension and Improvement, Brentford and Isleworth Tramways.

ARMY DISCIPLINE AND REGULATION.

JULY 23.—BILL READ A SECOND TIME.

ARMY DISCIPLINE AND REGULATION (Commencement) (also read a third time).

HOUSE OF COMMONS.

JULY 17.—BILLS READ A SECOND TIME.

EAST INDIAN RAILWAY. KNIGHTSBRIDGE AND OTHER CROWN LANDS.

BILLS IN COMMITTEE.

SUPREME COURT OF JUDICATURE ACTS AMENDMENT (passed through Committee). RAILWAYS AND TELEGRAPHS IN INDIA (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Felixstowe Railway and Dock, Grand Junction Canal, London (City) Tithes Commutation.

JULY 18.—BILL READ A SECOND TIME.

PETROLEUM ACT (1871) AMENDMENT.

BILLS IN COMMITTEE.

ARMY DISCIPLINE AND REGULATION (COMMENCEMENT) (clause 1). PETROLEUM ACT (1871) AMENDMENT (passed through Committee).

BILL READ A THIRD TIME.

RAILWAYS AND TELEGRAPHS IN INDIA.

JULY 22.—BILL READ A SECOND TIME.

BANKRUPTCY LAW AMENDMENT.

BILL IN COMMITTEE.

ARMY DISCIPLINE AND REGULATION (COMMENCEMENT) (passed through Committee and also read a third time).

BILLS READ A SECOND TIME.

POOR LAW AMENDMENT (No. 2). COMMISSIONERS OF WORKS (THAMES PIERS).

BILL IN COMMITTEE.

TURNPIKE ACTS CONTINUANCE.

Law Student's Journal.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

June, 1879.

At the examination of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:—

Charles Elton Longmore, who served his clerkship to Messrs. Gepp & Sons, of Chelmsford; and Mr. Thomas Joseph Sworder, of Hertford.

Edward Clayton, who served his clerkship to Messrs. Boulton & Sons, of London.

John Mitchell Mitchell, who served his clerkship to Messrs. Wansey & Bowen, of London.

John Charles Buckwell, who served his clerkship to Messrs. Evershed & Shapland, of Brighton; and Mr. Henry Sowton, of London.

Henry Charles Swan, who served his clerkship to Messrs. Swan & Arnott, of Newcastle-upon-Tyne; and Mr. Alfred Wright Surtees, of London.

Thomas Rothwell Haslam, who served his clerkship to Messrs. Ramwell, Pennington, & Bradshaw, of Bolton.

Charles Lovett Grundy, who served his clerkship to Messrs. Cowdell, Grundy, & Browne, of London.

Thomas Ledbrooke Grimes, who served his clerkship to Messrs. Greenway & Campbell, of Warwick; and Messrs. Robinson, Preston, & Stow, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Longmore, the prize of the Honourable Society of Clement's Inn, value ten guineas.

To Mr. Clayton, the prize of the Honourable Society of Clifford's Inn, value five guineas.

To Mr. Mitchell, the prize of the Honourable Society of New Inn, value five guineas.

To Mr. Buckwell, Mr. Swan, Mr. Haslam, Mr. Grundy, and Mr. Grimes, prizes of the Incorporated Law Society, value five guineas each.

The examiners have also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

Frederick Broadbridge, who served his clerkship to Messrs. Barrell, Rodway, & Barrell, of Liverpool.

William Henry Clough, who served his clerkship to Messrs. Terry & Robinson, of Bradford; and Messrs. H. B. Clarke & Son, of London.

James William Loader Cooper, who served his clerkship to Messrs. Bailey & White, of Winchester; and Messrs. Pickett & Mytton, of London.

William Hastings Fowler, who served his clerkship to Messrs. Moody, Turnbull, & Graham, of Scarborough; and Messrs. Layton & Jaques, of London.

James Hargreave, B.A., who served his clerkship to

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Messrs. Johnson, Barclay, & Johnson, of Birmingham; and Messrs. Burton, Yeates, & Hart, of London.
Francis Quckett Louch, who served his clerkship to Mr. John Louch, of Langport; Mr. Henry Burke Godwin, of Newbury; and Messrs. Gregory, Rowcliffe, Rowcliffe, & Barle, of London.

Alfred Parkinson, who served his clerkship to Messrs. Dibb, Raley, & Clegg, of Barnsley; and Messrs. Torr, Janeways, Torr, & Gribble, of London.

Samuel Royle Shore, jun., who served his clerkship to Messrs. Saunders & Bradbury, of Birmingham; and Messrs. Crowder, Anstie, & Vizard, of London.

The council have accordingly awarded them certificates of merit.

The number of candidates examined was 289; of these, 220 passed, and 69 were postponed.

INNER TEMPLE.

The following gentlemen have been elected to scholarships by this society:—In common law—Mr. Francis Amboor Keating, B.A., late scholar of St. John's College, Oxford. In real property law—Mr. George Cave, B.A., scholar of St. John's College, Oxford; and in equity—Mr. O. Williams.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday, July 28	Mr. King	Mr. Teesdale	Mr. Jackson
Tuesday 29	Merivale	Farrer	Cobby
Wednesday 30	King	Teesdale	Jackson
Thursday 31	Merivale	Farrer	Cobby
Friday, August 1	King	Teesdale	Jackson
Saturday 2	Merivale	Farrer	Cobby
	V. C. BACON.	V. C. HALL.	Mr. Justice Fry.
Monday, July 28	Mr. Ward	Mr. Latham	Mr. Koe
Tuesday 29	Pemberton	Leach	Clowes
Wednesday 30	Ward	Latham	Koe
Thursday 31	Pemberton	Leach	Clowes
Friday, August 1	Ward	Latham	Koe
Saturday 2	Pemberton	Leach	Clowes

SALES OF ENSUING WEEK.

July 28.—Messrs. ELLIS & SON, at the Mart, at 2 p.m. freehold and leasehold properties (see advertisement, July 19, p. 6).
July 28.—Messrs. WEATHERALL & GREEN, at the Mart, at 2 p.m., freehold and leasehold properties, and policies of insurance (see advertisement, July 19, p. 4).
July 29.—DEBENHAM, TEWSON, & FARMER, at the Mart, at 2 p.m., freehold property (see advertisement, this week, p. 4).
July 30.—Messrs. BLAKE, SON, & HADDOCK, at the Mart, at 2 p.m., freehold estate (see advertisement, July 19, p. 5).
July 30.—Messrs. C. C. TAYLOR & SON, at the Mart, freehold and leasehold properties (see advertisement, this week, p. 4).
July 31.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, reversion (see advertisement, July 19, p. 6).
August 1.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., freehold properties (see advertisement, July 19, p. 6).

PUBLIC COMPANIES.

July 24, 1879.

GOVERNMENT FUNDS.

3 per Cent. Consols, 97½
Ditto for Account, Aug. 1, 97½
Ex. 3 per Cent. Reduced, 97½
New 3 per Cent., 97½
Do. 3 per Cent., Jan. '94
Do. 3 per Cent., Jan. '94
Annuities, Jan. '89
Annuities, April, '88, 94
Do. (Red Sea T.) Aug. 1908
Ex. Bills, £1000, 24 per Ct. 25 pm.
Ditto, £500, Do., 25 pm.
Ditto, £100 & £500, 25 pm.
Bank of England Stock, 265
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per C., July, '89, 103
Ditto for Account,
Ditto 4 per Cent., Oct. '88, 104½
Ditto, ditto, Certificates—
Ditto Enfaced Fpr., 4 per Cent.
2nd Enf. Pr., 5 per C., Jan. '73
Enf. Pr. 3½ per Cent., May, 81
Ditto Debentures, 4 per Cent., April, '64
Do. Do. 5 per Cent., Aug. '73
Do. Bonds, 4 per Cent. £1000
Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	—
Stock	Caledonian	100	96½
Stock	Glasgow and South-Western	100	84
Stock	Great Eastern Ordinary Stock	100	59
Stock	Great Northern	100	122
Stock	Do. A Stock	100	123½
Stock	Great Southern and Western of Ireland	100	119
Stock	Great Western—Original	100	95½
Stock	Lancashire and Yorkshire	100	123
Stock	London, Brighton, and South Coast	100	127
Stock	London, Chatham, and Dover	100	25½
Stock	London and North-Western	100	142½
Stock	London and South Western	100	134½
Stock	Manchester, Sheffield, and Lincoln	100	172
Stock	Metropolitan	100	117
Stock	Do., District	100	64½
Stock	Midland	100	127½
Stock	North British	100	77½
Stock	North Eastern	100	134
Stock	North London	100	162
Stock	North Staffordshire	100	53
Stock	South Devon	100	—
Stock	South-Eastern	100	127

* A receives no dividend until 6 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CHUCKERBUTTY.—July 9, at 8, Coningham-road, Shepherd's-bush, the wife of H. G. Chuckerbatty, B.A., barrister-at-law, of a son.
GREENWELL.—July 16, at Tynemouth, Northumberland, the wife of Mr. W. J. Greenwell, barrister-at-law, of a daughter.
HUTTON.—July 18, at Roseneath, Rawdon, near Leeds, the wife of F. Douglas Hutton, solicitor, of a son.
RAIKES.—July 16, at Hill Ash, Dymock, Gloucestershire, the wife of W. A. Rakes, barrister-at-law, of a son.

MARRIAGES.

BILTON—HINDS.—July 17, at All Saints', Acton, Alfred Bilton, of 4, Coleman-street, London, solicitor, to Emily Sarah Hinds, of Turnham-green, widow of the Right Rev. Samuel Hinds, D.D., late Lord Bishop of Norwich.
BROOKE—NICHOLAS.—July 17, at West Molesey Church, Surrey, George Brooke, of the Middle Temple, barrister-at-law, to Alice Elizabeth, daughter of the Rev. Tressilian George Nicholas, M.A., Vicar of West Molesey.

DEATHS.

CLARKE.—July 18, on board the mail steamer Lombardy, Arthur Edward Clarke, of Penang, barrister-at-law, aged 31.
LONGMORE.—July 18, at Hertford Castle, Philip Longmore, solicitor, for many years under-sheriff and treasurer for the county of Hertford, aged 79.
ORR.—July 9, on board the P. and O. s.s. Lombardy, Alexander Douglas Orr, B.A., barrister-at-law, of Lincoln's-inn and Calcutta, aged 31.

In a case of *Thurman v. Bertram*, before the Exchequer Division this week, a "baby elephant" was produced in evidence. The *Times* reporter says the baby elephant walked into court, with bells on his head, following his keeper in the most perfect way. He threaded his way through the "mazes of the law" in the body of a crowded court in the most wonderful and clever fashion, like the most accomplished Q.C., and caused some consternation by making his exit at the other side, where no passage had been cleared in the crowd. While he stood, a mute witness for the defence, before the jury, Mr. E. Jones said, cross-examining, "I have no questions to ask." [It is obvious that this remark was premature, inasmuch as the witness had not been sworn.]

LONDON GAZETTES.

Bankrupts.

FRIDAY, July 18, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Barber, Robert, Old Kent rd, Builder. Pet July 15. Murray. Aug 5 at 11
 Young, Alexander, and Thomas Robert Wilson Young, Charing cross, Bakers. Pet July 11. Pepps. July 30 at 12.30

To Surrender in the Country.

Allen, William Arthur, Cardiff, Jeweller. Pet July 14. Langley. Cardiff, July 29 at 11
 Ashham, John Unwin, and Philip Unwin Ashham, Sheffield, Steel Manufacturers. Pet July 17. Wake. Sheffield, July 30 at 2
 Eurlshaw, Edward, Alton, Southampton, Grocer. Pet July 16. Godwin. Winchester, Aug 2 at 10
 Cooper, John, Birmingham, Baker. Pet July 16. Cole. Birmingham, Aug 6 at 2
 Haynes, William Christopher, Northampton, Music Seller. Pet July 5. Dennis. Northampton, July 26 at 10
 Holt, Anna Maria, Redland, Bristol. Pet July 8. Harley. Bristol, Aug 7 at 2
 Matthews, Richard, and Mary Matthews, Ugborough, Devon, Millers. Pet July 15. Edmonds. East Stonehouse, July 30 at 12
 Roberts, Joseph, and William Roberts, Priory Mount, near Liverpool, Coal Merchants. Pet July 14. Bellingier. Liverpool, July 30 at 12
 Thomas, Thomas P., Fleur-de-lis, Newport, Monmouth, Draper. Pet July 16. Davis. Newport, July 30 at 2.30
 T'ney, William, sen, Burnley, Draper. Pet July 15. Hartley. Burnley, July 31 at 3

TUESDAY, July 22, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Daines, Thomas, Walthamstow, Essex, Draper. Pet July 17. Murray. Aug 5 at 11.30
 Ford, Richard, Bishopsgate st Without, Confectioner. Pet July 17. Murray. Aug 5 at 12
 France, Robert John Barton Wilson, Westminster Palace Hotel, Westminster. Pet July 17. Murray. Aug 5 at 1
 Graham, James, Finsbury pl, Accountant. Pet July 17. Murray. Aug 5 at 12.30
 Hart, Aaron, and John Hart, Hondditch, Boot Manufacturers. Pet July 17. Murray. Aug 12 at 11.30
 Miller, Laurence Shadwell, Chestow pl, Westbourne grove. Pet July 18. Pepps. Aug 6 at 12.30
 Plant, Thomas Wallace, and Joseph Plant, Gracechurch st, Commission Merchants. Pet July 17. Murray. Aug 6 at 12

To Surrender in the Country.

Druff, Emma, Herne Bay, Kent. Pet July 18. Furley. Canterbury, Aug 15 at 3
 Laidlaw, James, and Albert Ames, Bonnemouth, Hants, Riding School Proprietors. Pet July 17. Dickinson. Poole, Aug 2 at 10
 Page, Charles, Lowestoft, Fishing Boat Owner. Pet July 18. Worledge. Great Yarmouth, Aug 6 at 2
 Rimmer, Thomas, Birkdale, Lancaster, Grocer. Pet July 18. Bellingier. Liverpool, Aug 6 at 12
 Shaw, Samuel Walter, Stainland, York, Merchant. Pet July 19. Rankin. Halifax, Aug 2 at 11
 Sommerville, John, Bristol, Builder. Pet July 17. Harley. Bristol, Aug 6 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, July 18, 1879.

Jewitt, Henry, Leighton rd, Kentish town, Toy Importer. April 4
 Kinchan, James Richard, Queen's rd, Dalston, Provision Dealer July 12

TUESDAY, July 22, 1879.

Fawcett, Henry, Ravenna rd, Putney, barrister-at-law. July 19
 Taylor, Martha, Daniel Taylor, and Thomas Taylor, Road, Somerset, Woollen Cloth Manufacturers. July 17

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 18, 1879.

Abrahams, Nathan, Salford, Lancaster, Cabinet Maker. Aug 5 at 3 at offices of Leyland, Copper st, Manchester
 Armstrong, Adam Rankine, New Brigstea, Leeds, Ironmonger. July 31 at 3 at the Law Institution, Albion place, Leeds. Edlison and Edlison, Leeds
 Atherton, Joseph, and David Bibby Jones, Liverpool, Estate Agents. July 31 at 2 at offices of Harris, Union ct, Castle st, Liverpool
 Atkinson, James, Carlisle, Painter. Aug 1 at 11 at offices of Donald and Ostell, Castle st, Carlisle
 Austen, David, Shooter's Hill road, Greenwich, Market Gardener. Aug 5 at 12 at the Lecure Hall, Greenwich. Frake, Woolwich
 Balms, William Brown, South Shields, Master Mariner. July 30 at 3 at offices of Purvis and Son, King st, South Shields
 Baker, Harman, and Joseph Pick, Redland, Bristol, Confectioners. July 25 at 12 at offices of Collins, Broad st, Bristol. Salmon, Bristol
 Barsby, William, Warwick rd, Kensington, Coal Merchants. July 31 at 2 at offices of Morphet and Hanson, King st, Cheapside. Terry King at
 Barham, Joseph, Wolverhampton, Builder. July 30 at 11 at offices of Sirik, North st, Wolverhampton

Bachelor, Joseph, Lee, Buckingham, Platt Dealer. July 31 at 1 at the Royal Hotel, near the Railway Station, Tring. Clarke, High Wycombe
 Bell, William Moncrieff, Liverpool, Draper. July 30 at 12 at offices of Carruthers, Lord st, Liverpool
 Bland, Frederick, Bingham, Nottingham, Saddler. July 30 at 3 at offices of Belk, Middle pavement, Nottingham
 Bolland, George Whitfield, Newcastle-upon-Tyne, Licensed Victualler. July 30 at 11 at offices of Young, Colingwood st, Newcastle-upon-Tyne
 Boushey, James, Stoke-upon-Trent, Contractor. July 28 at 11 at offices of Mayer, Waterloo rd, Burslem
 Brady, Phillip, Leeds, Grocer. July 30 at 11 at offices of Cousins, Bank Chambers, Park row, Leeds
 Brown, Joseph Thomas, Jun, St George's, Gloucester, Pork Butcher. July 30 at 11 at offices of Tonkin, Albion chambers, Bristol
 Browne, William Easton, Wolverhampton, Stone Worker. Aug 5 at 11 at offices of Gatis, King st, Wolverhampton
 Bull, Thomas, Galtcombe, Isle of Wight, Farmer. July 30 at 11 at Warburton's Hotel, Newport. Joyce, Newport
 Caffreia, Arthur Frederick, and Ambrose Taylor, Liverpool, Bicycle Manufacturers. Aug 6 at 3 at offices of Nordon and Levy, Victoria st, Liverpool
 Carrenger, James, Birmingham, Earthenware Dealer. July 29 at 3 at offices of Fallows, Cherry st, Birmingham
 Carr, Jesse, West Hartlepool, Durham, Fruiterer. July 31 at 11 at offices of Wilson Church st, West Hartlepool
 Cavanah, John, Manchester, Hatter. Aug 7 at 2 at 111, Cheapside Clift
 Chester, Thomas, Nottingham, Builder. Aug 8 at 12 at offices of Fraser, Wheeler gate, Nottingham
 Clarke, Thomas, Stockton-on-Tees, Cabinet Maker. July 31 at 11 at offices of Brayshaw, High st, Stockton-on-Tees
 Coal, Theophilus, Horsehoe alley, Finsbury, Telegraph Engineer. Aug 5 at 3 at offices of Ernast, Queen st pl, Cannon st. Kays, King st, Cheapside
 Collins, George, Landport, Hants, Timber Merchant. Aug 2 at 12 at St George's Hotel, St George's sq, Portsea. Mauts and Longins, Old Jewry, London
 Cox, Thomas, Barnack, Northampton, Wheelwright. Aug 1 at 12 at offices of Chapman, St Mary's st, Stamford
 Craig, Andrew, Newcastle-upon-Tyne, Builder. Aug 5 at 2 at offices of Elsdon, Royal arcade, Newcastle-upon-Tyne
 Crowther, John Pickup, Brisley Wood, Huddersfield, Mason. Aug 6 at 3 at offices of Hamden and Sykes, John William st, Huddersfield
 Davies, David, Towyn, Merioneth, Grocer. July 31 at 12 at offices of Hughes and Sons, Pier st, Aberystwith
 Davies, Evan, Towyn, Merioneth, Saddler. Aug 2 at 12 at offices of Hughes and Sons, Pier st, Aberystwith
 Dickson, Allan McKechnie, and Alexander McKechnie Dickson, Conington, Builders. Aug 4 at 11 at the Lion and Swan Hotel, West st, Conington. Garside, Conington
 Dnrham, Ernest, Canton buildings, Poplar, Teacher of Music. July 29 at 3 at offices of Barfield, Finsbury place
 Eccles, John, Accrington, Grocer. July 30 at 3 at the Mechanics' Institution, St James's st, Accrington. Haworth and Broughton, Accrington
 Edmonds, Edwin Kirkwood, Chertsey, Surrey, Hotel Keeper. July 30 at 2 at offices of Jenkins, Guildford st, Chertsey
 Exley, Wilfred, Armsley, Leeds, Milk Dealer. July 31 at 3 at offices of Hoppes and Bedford, Bank st, Leeds
 Fiddles, Robert, Kirkgate, Wakefield, Licensed Victualler. July 30 at 3 at the George Hotel, Westgate, Wakefield. Horner, Wakefield
 Field, Francis John, Wick rd, South Hackney, Cheesemonger. July 25 at 3 at offices of Widdcombe, Metropolitan chambers, Broad st
 Field, Thomas, Bosworth rd, Upper Westbourne Park, Baker. Aug 5 at 3 at offices of Miles, King Edward st, Newgate
 Fisher, Robert Blake Horman, The Avenue, Hammsmith, Solicitor. July 29 at 11 at offices of Scott, Aldermanbury
 Fisher, William Frederic, Belgrave, Leicester, Commercial Traveller. Aug 1 at 3 at offices of Leachy and Co, Market pl, Leicester
 Flisk, William George, Ipswich, Painter. July 31 at 12 at Pearce's Rooms, Prince's st, Ipswich. Hill, Ipswich
 Fotherby, John Peacock, Tatbury, Stafford, Veterinary Surgeon. Aug 1 at 11 at the Midland Hotel, Barton-on-Trent. Wison, Burton-on-Trent
 Fox, David Wright, Upperholme, nr Halifax, Stuff Manufacturer. July 31 at 10 at offices of Wood and Co, Commercial Bank bldg, Bradford
 Fryer, Robert, Aston-juxta-Birmingham, out of business. July 30 at 3 at offices of Reeves, Paradise st, Birmingham
 Gibson, James Wilson, Stockton-on-Tees, Grocer. Aug 1 at 12 at the Vane Arms Hotel, High st, Stockton-on-Tees. Anderson, York
 Gill, Barnabas, Barnley, Innkeeper. Aug 5 at 11 at the Queen's Hotel, Regent st, Barnley. Parker, Barnley
 Godwin, John, Birmingham, General Dealer. July 30 at 12 at offices of Buller and Bickley, Bennett's hill, Birmingham
 Goodman, John Ellis, Ashby-de-la-Zouch, Leicester, Confectioner. Aug 5 at 12 at offices of Dewes and Munson, Market st, Ashby-de-la-Zouch
 Greaves, James Harrison, Hyde, Chester, Baker. Aug 7 at 3 at offices of Hibbert, Clarendon pl, Hyde
 Hall, Frederick Chatterton, Waterloo, Lancaster, Builder. July 31 at 2 at offices of Jackson and Tomkies, Sweeney st, Liverpool
 Hardwick, Mark, Guiseley, York, Woollen Cloth Manufacturer. July 29 at 3 at offices of Wells, Cookridge st, Leeds
 Hart, Henry, Jewin st, Manufacturer of Children's Apparel. July 28 at 3 at 111, Cheapside. Green, Queen st
 Hawkins, Charles, Westminster Bridge rd, Chair Manufacturer. July 28 at 4 at offices of Marshall, Chancery lane
 Haynes, Francis, Holme, Lancaster, Joiner. Aug 1 at 3 at the Miles Hotel, Cathedral steps, Manchester. Whitworth, Manchester
 Hayward, John Edward, and Edward Fourth Hayward, Trowbridge, White, Woollen Cloth Manufacturers. July 31 at 1 at offices of Rodway and Co, Union st, Trowbridge
 Haywood, Tom, and Joseph Hodgson Machin, Birmingham, Cabinet Case Makers. July 30 at 3 at offices of Wright and Marshall, Town-hall chambers, New st, Birmingham

TUESDAY, July 22, 1879.

A'tams, Albert, Clifton, Bristol, Furniture Dealer. Aug 6 at 2 at offices of Salmon, Broad st, Bristol.

Adcock, William George, 10, Towson rd, Hackney, Manufacturer. July 29 at 10 at offices of Harding and Co, Penionville rd. Staniland, Carterhouse sq.

Addis, Edward, Holmer, Hereford, Commission Agent. Aug 7 at 12 at offices of Wallis, Commercial st, Hereford.

Atkin, Henry George, Colwich, Stafford. Aug 5 at 3 at offices of Morgan, Martin st, Stafford.

Baker, Elias, Warminster, Wills, Draper. July 31 at 12 at the Grand Hotel, Bristol.

Baker, William, Brittain and Co, Bristol.

Barrett, James, Slawston, York, Cartwright. Aug 7 at 3 at offices of Sykes and Son, Market st, Huddersfield.

Barlow, Joseph, Barlham, Stafford, Coal Merchant. July 31 at 11 at offices of Asmhall, Albion st, Hanley.

Batty, Manasseh, and Henry Batty, Birkenshaw, nr Leeds, Engineers. Aug 6 at 10 at offices of Peel and Gannet, Chapel lane, Bradford.

Becker, Carl, Chipping Norton, Oxford, Gas Fitter. July 30 at 11 at the Crown Hotel, Chipping Norton.

Becker, David, Chipping, York, Coal Merchant. Aug 5 at 2 at the Royal Hotel, Wood st, Wakefield.

Belman, Henry, Liverpool, Cabinet Maker. Aug 5 at 2 at offices of Filde, North John st, Liverpool.

Beusau, Jacob Samue. Levy, Wood st, Cheapside, Dealer in Ostrich Feathers. Aug 6 at 2 at offices of James and Edwards, Cannon st.

Bowen, Moorgate st.

Billington, James, Leicester, Seedsman. Aug 5 at 3 at offices of Shires, Market st, Leicester.

Black, Williams, Liversedge, York, Carrier. July 30 at 3 at the Black Bull, Minfield, Sykes.

Boatmily, Benjamin, Manningham, York, Builder. July 31 at 11 at offices of Rawson and Co, Piccadilly, Bradford.

Bradley, James, Congleton, Cheshire, Licensed Victualler. Aug 6 at 1 at the Lion and Swan Hotel, West st, Congleton.

Brearey, Plummer Thomas, and Richard Baldwin, Aldermanbury, Manufacturers Agents. Aug 7 at 3 at the Guildhall Coffee House, Queen's Chamber, Liverpool rd, Burslem.

Brel-y, James, Little Horton, Lancashire, Grocer. July 31 at 3 at offices of Rawwell and Co, Mawdale st, Bolton.

Bradent, Joseph, and John Appleyard, Armley, Leeds, Brickmakers. Aug 2 at 11 at offices of Lowrey, South parade, Leeds.

Brook, Thomas, Kester, Tailor. Aug 2 at 10.30 at the Castle Hotel, Castle st, Exeter.

Brook, John, Kester, Tailor. Aug 2 at 11 at offices of Julian, Queen's Chamber, Liverpool rd, Burslem.

Bruce, George Louis, Cheapside, Manufacturers Agent. Aug 11 at 3 at offices of Boyes and Childs, Pontney. Nicholls, Graham st.

Bullock, Frederic, and Edwin Bullock, Swarney, Cambridge, Poultry Breeders. Aug 5 at 11.30 at offices of Watts, St. Ives.

Bu cher, Henry, Acton, Suffolk, Cattle Dealer. Aug 1 at 13 at the Rose and Crown Inn, Sudbury.

Cant, Henry Wymark, Harwich, Essex, Builder. Aug 7 at 2 at offices of Cobbold and Co, King's Quay st, Harwich.

Carr, Richard, Southport, Bricklayer. Aug 7 at 2 at offices of Welby and Co, Lord st, Southport.

Carter, Harry, Fartown, Fudsey, York, Innkeeper. Aug 4 at 11 at offices of Berry and Robinson, Charles st, Bradford.

Carter, James, Sevenoaks, Kent, Beer Retailer. Aug 6 at 12 at the Sevenoaks Arms, Sevenoaks.

Gregory, Moorgate st, London.

- Cavanagh, John, Manchester, Hatter. Aug 7 at 3 at offices of Clift, Cheapside
- Chorlton, John, Openshaw, nr Manchester, Joiner. Aug 5 at 3 at offices of Nuttall and Son, John Dalton st, Manchester
- Clark, John, Alresford, Southampton, Surveyor. Aug 5 at 3 at offices of Bailey and White, Jewry st, Winchester
- Collins, Charles, Burbage, Leicester, Agricultural Implement Maker. Aug 5 at 11 at the George Hotel, Hinckley. Bland, Hinckley
- Corfe, William, Upper Norwood, Surrey, Tailor. Aug 6 at 11 at offices of Swan, Camberwell New Rd
- Cottrell, Alfred, Wallingford, Berks, Butcher. Aug 5 at 2 at the Feathers Inn, Market place, Wallingford. Cooper, Chancery lane, London
- Cranstone, Isaac, Crondall, Southampton, Bricklayer. Aug 8 at 12 at the Townhall, Farnham. Potter, Farnham
- Crathorne, George, Newcastle-upon-Tyne, Lime Merchant. Aug 6 at 12 at offices of Greener, St John's chambers, Grainger st West, Newcastle-upon-Tyne
- Crossley, Jonathan, and William Allott, Cleckheaton, York, Builders. Aug 6 at 3 at offices of Curry, Cleckheaton
- Cubitt, John Charles, Upper Bangor, Carnarvon, Music Seller. Aug 5 at 11 at the Westminster Palace Hotel, London. Hughes, Bangor
- Darlington, Thomas, Hanley, Stafford, Watchmaker. July 31 at 11 at the Albion Hotel, Albion place, Hanley. Lawrence, Hanley
- David, Herman, and Leon David, Ely place, Diamond Merchants, Aug 6 at 2 at Inns of Court Hotel, High Holborn. Leslie, Conduit st, Bond st
- Delany, John Collins, Sussex rd, Holloway, Ship Owner. Aug 7 at 3 at offices of Lawrence and Co, Old Jewry chambers
- Dicker, Thomas, Royal Exchange avenue, Ship Broker. July 31 at 2 at offices of Kisch and Co, Chancery lane
- Dickson, Allan McKechnie, and Alexander McKechnie Dickson, Congleton, Carriage Builders. Aug 4 at 11 at the Lion and Swan Hotel, West st, Congleton. Garside, Congleton
- Edge, Hannah, Mill st, Macclesfield. Aug 7 at 3 at offices of Barclay and Henstock, Exchange chambers, Macclesfield
- Ferris, Frank, James Ferris, and James Smith, Smith st, Northampton sq, Fancy Cabinet Makers. Aug 13 at 2 at offices of Boak, Spring gardens
- Figes, Henry, Salisbury, Wilts, Hotel Keeper. Aug 4 at 1 at the Three Swans Hotel, Salisbury. Fryer, Exeter
- Forrester, Thomas Frederick, Hove, Sussex, Saddler. Aug 5 at 3.30 at offices of Nye and Greenwood, Queen Victoria st. Nye, Brighton
- Forster, John, Cornworthy, Devon, Farmer. Aug 5 at 1 at the Seven Stars Hotel, Totnes. Flood, Exeter
- Francis, John, Clun, Salop, Farmer. Aug 7 at 12.30 at offices of Talbot and Wooman, Newtown
- Freeman, Frederick Giveling, Honham, Suffolk, Land and Estate Agent. Aug 7 at 2 at the White Hart Inn, Saxmundham. Wiltshire, Great Yarmouth
- Freeman, James Watling, Wimbledon, Surrey, General Dealer. Aug 6 at 3 at offices of Benson, Clement's inn, Strand
- Frost, William George, Plimpton St Mary, Devon, a Messman in the Royal Navy. Aug 2 at 11 at offices of Square, George st, Plymouth
- Garbutt, Isaac, Rosedale East Side, York, Joiner. Aug 1 at 11 at the Abbott's Hotel, York
- Gepp, Arthur Mildmay, Rood lane, China Merchant. July 30 at 2 at offices of Barrow and Gates, Gresham st. Murray and Co, Birchin lane
- Gibbott, Arthur James, and Walter Mitchell, Elliott's row, Southwark, Builders. Aug 12 at 2 at the Law Institution, Chancery lane. Edmund and Son, St Bride's avenue, Fleet st
- Green, Frederick, Hanley, Blacksmith. Aug 2 at 11 at offices of Tenant and Co, Cheapside, Hanley
- Gregory, John, Newtown, Lancashire, Grocer. Aug 6 at 11 at offices of Ashton, King st, Wigan
- Hall, Thomas, Scarborough, out of business. Aug 2 at 12 at the White Hart Hotel, Bedford. Richardson, Scarborough
- Hann, Bennett, Hartgrove, Dorset, Butcher. Aug 6 at 3 at the Swan Inn, Sturminster Newton. Atkinson, Blandford
- Harrp, George Brown, Sheffield, out of business. July 30 at 1 at offices of Pivron, Queen st, Sheffield
- Harry, William Dyer, Newgate st, Kampulicton Floor Cloth Manufacturer. Aug 6 at 2 at the Guildhall Tavern, Gresham st. Russell, Old Jewry chambers
- Hawkes, Samuel, Hind st, Poplar, Baker. July 31 at 11 at the Unicorn, Vivian rd, Roman rd. Archer, London wall
- Heppenstall, John, Masborough, York, Beerhouse Keeper. Aug 1 at 11 at offices of Mellor, Queen st, Sheffield
- Hesketh, William, Nanwich, Cheshire, Licensed Victualler. Aug 7 at 11 at the Royal Hotel, Nanwich rd, Crewe. Garside, Congleton
- Hicks, John, Tunstall, Stafford, Watch Maker. Aug 5 at 11 at offices of Alecock, Market st, Tunstall
- Hinchley, Joseph William, Birmingham, Butcher. Aug 4 at 3 at offices of Decker, Waterloo st, Birmingham
- Hoblyn, Samuel, Cuby, Cornwall, Farmer. Aug 2 at 3 at offices of Hedge and Co, Pydar st, Truro
- Hodkinson, John, Jun, Macclesfield, Piano forte Dealer. Aug 5 at 3 at offices of Barclay and Henstock, Exchange chambers, Macclesfield
- Holmuller, Mary, Tipton, Bristol, out of business. July 31 at 2 at offices of Tricke and Co, City chambers, Nicholas st, Bristol. Clifton and Carter, Bristol
- Jeanes, Joseph Francis, Bournemouth, Builder. Aug 2 at 2 at offices of Aldridge and Sharp, Westover villas, Bournemouth
- Jennings, Richard, St Ives, Cornwall, Merchant. Aug 6 at 12 at the Grand Hotel, Broad st, Bristol. Bamfield, St Ives
- Jennings, William Arthur, Martock, Somerset, Clothier. Aug 5 at 2 at the Bank Hotel, Bridge st, Bristol. Grey, Bradford-on-Avon
- Jones, David, Leicester, Leather Factor. Aug 4 at 1 at the Alexandra Hotel, Dale st, Liverpool. Roberts, Bangor
- Jones, Richard Edward, Walter Consett Searle, and William Purkiss Wincott, Billiter st, Merchants. Aug 5 at 12 at the Inns of Court Hotel, Holborn. Carrut and Son, Fenchurch st
- Jowsey, Joseph, East Coastham, York, Builder. Aug 1 at 11 at offices of Sill, Albion rd, Middlesborough
- Knight, Inehle, Burbage, Leicester, Insurance Agent. Aug 5 at 3 at the George Hotel, Hinckley. Bland, Hinckley
- Lancaster, John, Troutbeck, Westmoreland, Shoemaker. Aug 7 at 2 at offices of Babey, Bowness
- Langley, John, Farnworth, Cheshire, Felt Hat Body Maker. Aug 5 at 3 at the Merchants' Hotel, Oldham st, Manchester. Smith, Hyde
- Leonard, John Henry, Farnham, Surrey, Draper. Aug 4 at 10 at the Lord Napier Tavern, London Fields, Hackney. Hicks, Victoria Park rd
- Lewrey, John George, Tunbridge Wells, Confectioner. Aug 1 at 11 at offices of Gorham and Warner, High st, Tunbridge
- Lowe, John, Leicester, Draper. Aug 6 at 3 at offices of Burgess and Williams, Berridge st, Leicester
- Marsh, George Nap, Whitechapel High st, Licensed Victualler. Aug 5 at 12 at the Inns of Court Hotel, High Holborn. Pains, Marylebone rd
- Mather, John, Bolton, Printer. Aug 6 at 12 at offices of Riley, Fold st, Bolton
- Matthews, John Henry, Wolverhampton, Grocer. Aug 2 at 12 at offices of Rudland, Queen st, Wolverhampton
- McCarthy, Morris, Brook st, Radcliffe, General Shop Keeper. July 29 at 3 at 173, Ball's Pond rd. Cooper, Chancery lane
- McCormack, Edward, Buxton, Derby, General Dealer. Aug 9 at 11 at offices of Brown and Ainsworth, Hardwick Mount, Buxton
- Mellor, George, Scarborough, Teacher of Music. July 31 at 3 at the Bell and Mouth Hotel, Biggar, Leeds. Gower, Scarborough
- Merchant, Edwin, Fairford, Gloucester, Licensed Victualler. July 31 at 11 at the Bear Inn, Cirencester. Wilmot, Fairford
- Mitting, Ebenezer Kennard, Faversham, Kent, Manufacturing Chemist. Aug 1 at 2 at the Ship Hotel, Faversham. Mowll, Dover
- Moore, Farnham, Frome, Plasterer. July 30 at 12 at offices of McCarthy, King st, Frome
- Morgan, James Henry, Kidderminster, Tobaccoist. Aug 6 at 3 at offices of Talbot, Church st, Kidderminster
- Morrison, William, King-ton-upon-Hall, Commission Agent. Aug 5 at 3 at offices of Singleton and Martinson, Exchange bldg, Bowalley lane, Hull
- Mullett, William Walter, Fulham, Dorset, out of business. Aug 2 at 3 at the Half Moon Inn, Sherborne. Watts, Yeovil
- Nash, William Rumble, Easterton, Wilts, Saddler. Aug 5 at 11 at offices of Hulbert and Radcliffe, High st, Devizes
- Nicholson, Joseph Metcalfe, Hunstet, Surgeon. Aug 4 at 11 at offices of Wells, Cockridge st, Leeds
- Ogle, William, Bolton, Biscuit Manufacturer. Aug 6 at 11 at offices of Richardson and Marshall, Wood st, Bolton
- Orams, Jeremiah Kosuth, Chelmsford, Watchmaker. Aug 11 at 12 at offices of Leeming, Coleman st. Blyth, Chelmsford
- Palmer, William, Wickwood, Norfolk, Miller. Aug 7 at 11 at offices of Feltham, Hingham
- Park, John, Jun, Newcastle-upon-Tyne, Boot Dealer. Aug 5 at 11 at offices of Keenlyside and Forster, St John's chambers, Grainger st west, Newcastle-upon-Tyne
- Parker, John, Harrogate, Lancashire, Stone Mason. Aug 6 at 3 at the White Lion Inn, Harrogate. Hall and Son, Acorington
- Parry, James, Summer rd, Peckham, Chessmonger. July 31 at 3 at offices of Aird, Eastcheap
- Perry, Joseph, Liverpool, Glass Dealer. Aug 5 at 12 at offices of Miller and Co, Percy bldg, Ebbw st, Liverpool
- Partridge, Henry, Shelsley, Suffolk, Farmer. Aug 8 at 3 at the White Lion Hotel, Hadleigh. Pollard, Ipswich
- Phillips, Thomas George, Penton place, Walworth, Printer. July 30 at 3 at 30, Camberwell green, Camberwell. Ody, Blackman st, Southwark
- Potter, Philip, Norton, Suffolk, Miller. Aug 4 at 12 at the Guildhall, Bury St Edmunds. Gross
- Powell, Charles, Blackfoot, York, Shoemaker. Aug 4 at 2 at offices of Hind, Gorie
- Price, Daniel, Swansea, Baker. July 30 at 10.30 at the Queen's Hotel, Birmingham. Jellicoe, Swansea
- Price, Rees Lodwick, Cardiff, Builder. Aug 7 at 11 at offices of Jones, Philharmonic chambers, St Mary st, Cardiff
- Price, William Henry, Scarborough, Proprietor. Aug 1 at 3 at Abbott's Hotel, York. Watts, Scarborough
- Roberts, Arthur Wells, Lowestoft, Fishing Boat Owner. Aug 5 at 11 at offices of Snago, High st, Lowestoft
- Robinson, George, Sheffield, Newcastle-upon-Tyne, Coal Merchant. July 31 at 1 at offices of Stewart, Side, Newcastle-upon-Tyne
- Sampson, George, Bradford, of no occupation. Aug 2 at 11 at offices of Rhodes, Swan arcade, Bradford
- Savill, Charles, Jun, High st, Camden town, Chessmonger. Aug 5 at 2 at offices of Kennedy, Warwick st, Gray's inn
- Shenton, Frederick William, and Thomas Plant, Jun, Moir, Stafford, Wheelwrights. July 31 at 3 at offices of Clarke and Hawley, Stafford st, Longton
- Shenton, Nash, Cellarhead, Stafford, Crate Maker. July 30 at 11 at offices of Welch, Caroline st, Longton
- Shotton, John, sen, and John Shotton, Jun, Warkworth, Northumberland, Butchers. Aug 1 at 11 at offices of Middlemas, Bondgate without, Alnwick
- Smith, Frederick, Castle Hedingham, Essex, Plumber. July 30 at 11 at the Corps Hotel, Colchester. Mumford, Sudbury
- Smith, Thomas, Salford, Lancashire, Draper. Aug 5 at 3 at offices of Gaunt and Grainger, Queen's chambers, John Dalton st, Manchester
- Spry, Richard, Devonport, Baker. Aug 1 at 11 at offices of Square, George st, Plymouth
- Stirzaker, John, Blackpool, Builder. Aug 4 at 3 at offices of Forshaw and Parker, Cannon st, Preston
- Stocqueler, Gustavus Henry, Cullum st, Licensed Victualler. Aug 13 at 2 at offices of South and Co, Southampton st, Bloomsbury
- Stonham, Thomson, Bristow-st, Hoxton. Aug 7 at 3 at offices of Chapman and Bendle, Gresham bldg, Basinghall st
- Sumption, James, Blackwood, Mon, Chemist. Aug 12 at 11 at offices of Morgan and Scott, High st, Cardiff
- Taylor, William, Oldham, Brewer. Aug 7 at 3 at the Mitre Hotel, Cathedral yard, Manchester. Hanchett and Watson, Oldham
- Thomas, Hopkin, Ewenny, Glamorgan, Farmer. Aug 2 at 12 at the Wyndham Arms Hotel, Bridgend. Rees, Cowbridge

Todd, William, Osgodby, York, Farmer. Aug 5 at 3 at the London-borough Arms Hotel, Selby

Tucker, Robert Lewis, Bristol, Chemist. July 30 at 12 at the Inns of Court Hotel, Holborn, London. Miller, Bristol

Udall, Robert, and Robert John Udall, Manchester, Merchants. Aug 5 at 3 at 25, Bransford st, Manchester. Hall and Son, Manchester

Upham, Henry, Clifton, Genl. Aug 8 at 2 at offices of Denning and Co, Shannon st, Bristol. Cooke and Sons, Bristol

Wagstaff, Joseph, and John Plant, Barrow-in-Furness, Boot Dealers. Aug 1 at 11 at the Sun Hotel, Barrow-in-Furness. Sims, Barrow-in-Furness

Walnwright, Lemuel, Nottingham, Grocer. Aug 7 at 12 at offices of Fraser, Wheelers, Nottingham

Walting, George, Barrow-in-Furness, Innkeeper. Aug 5 at 11 at the Imperial Hotel, Barrow-in-Furness. Nalder and Jones, Barrow-in-Furness

Wallington, Jonathan, and William Wallington, Bradford, Upholsterers. Aug 1 at 3 at offices of Wood, St Paul's churchyard, London. Last, Bradford

Walworth, William, Newcastle-upon-Tyne, out of business. July 31 at 3 at offices of Macdonald, Mosley st, Newcastle-upon-Tyne

Watson, Piffold Fletcher, Huddersley, Leeds, Carver. Aug 5 at 3 at offices of Hopp and Bedford, Bank st, Leeds

Wells, Samuel, Brooksby's walk, Homerton, Baker. Aug 2 at 11 at 7, Bourne st, Fleet st. Paterson and Co

Welsh, Thomas, Strangeways, Manchester, Braid Manufacturer. Aug 5 at 3 at offices of Slater and Co, Princess st, Manchester

Whetcroft, George, New Basford, Nottingham, Builder. Aug 8 at 3 at offices of Acton, Victoria st, Nottingham. Woodhouse, Nottingham

Whitehead, Edward, Southport, Proprietor of a School. Aug 1 at 3 at offices of Thre fall, London st, Southport

Wood, Alfred, Birmingham, Fish Dealer. Aug 7 at 3 at offices of Horton, Colmore row, Birmingham

Wood, George, Normanton, York, Milkman. Aug 2 at 3 at offices of Marsden and Co, Westgate, Wakefield

Wood, Tom, Huddersfield, Coal Dealer. Aug 6 at 3 at offices of Sykes and Son, Market st, Huddersfield

Wright, John, St Quebec st, Marylebone, Coal Merchant. Aug 6 at 3 at offices of Evans, Eastcheap

Wurtzburg, Edward, and Charles Edward Wurtzburg, Leeds, Merchants. Aug 6 at 4 at offices of No rth and Sons, East parade, Leeds

Young, Robert, jun, and Septimus Harrison Robson, Sunderland, Timber Merchants. Aug 2 at 11 at offices of Stokoe, Fawcett st, Sunderland

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Amount proposed for Assurance during the year 1878	£1,432,031 0 10
(2,247 Proposals)	
Amount of Assurances accepted during the year 1878	1,111,065 3 4
(1,870 Policies)	
Annual Premiums on new Policies during the year 1878	38,476 11 5
Claims by death during the year 1878, exclusive of	
bonus additions	439,897 13 8
Amount of Assurances accepted during the last five	
years	6,220,334 10 7
Subsisting Assurances on 15th November, 1878 (of	
which £1,309,911 13s. 9d. is Re-assured with other	
offices)	19,005,152 1 1
Revenue, upwards of £300,000 Sterling per annum.	

Accumulated Funds, upwards of Five Millions and a Quarter Sterling. The Report, Tables of Rates, and all further information can be obtained on application.

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2nd " £1 premium,	4,000 shares, "	100,000
3rd " £2 " "	4,000 shares, "	100,000
4th " £3 " "	4,000 shares, "	100,000
5th " £4 " "	4,000 shares, "	100,000
6th " £5 " "	912 shares, "	23,550
	20,942	£523,550

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